

# PROVINCIAL ICI COLLECTIVE AGREEMENT



BETWEEN

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF  
ONTARIO; ONTARIO MASONRY CONTRACTORS ASSOCIATION;  
INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA;  
WATERPROOFING CONTRACTORS ASSOCIATION OF ONTARIO;  
CEMENT FINISHING LABOUR RELATIONS ASSOCIATION**

(hereinafter called the "Employer Bargaining Agency" or "E.B.A.")

OF THE FIRST PART

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
AND THE LABOURERS' INTERNATIONAL UNION OF NORTH  
AMERICA, ONTARIO PROVINCIAL DISTRICT COUNCIL, ON  
BEHALF OF ITS AFFILIATED LOCAL UNIONS 183, 493, 506, 527,  
607, 625, 837, 1036, 1059 AND 1089;**

(hereinafter called the "Union")

OF THE SECOND PART



**EFFECTIVE MAY 1, 2019 TO APRIL 30, 2022**

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# MASTER PORTION PROVINCIAL COLLECTIVE AGREEMENT TABLE OF CONTENTS

MASTER PORTION.....	25
PROVINCIAL COLLECTIVE AGREEMENT.....	25
ARTICLE 1 - RECOGNITION.....	26
ARTICLE 2 - UNION SECURITY, WORK JURISDICTION, ASSIGNMENT OF WORK, SUB-CONTRACTING.....	27
ARTICLE 3 - HIRING OF EMPLOYEES.....	30
ARTICLE 4 - UNION DUES AND CHECK-OFF.....	31
ARTICLE 5 - MANAGEMENT RIGHTS.....	33
ARTICLE 6 - PRE-JOB OR JOB CONFERENCE.....	34
ARTICLE 7 - HOURS OF WORK, OVERTIME, WAGE RATES.....	34
ARTICLE 8 - JURISDICTIONAL DISPUTES.....	35
ARTICLE 9 - RECOGNIZED HOLIDAYS AND VACATIONS.....	36
ARTICLE 10 - PAYMENT OF WAGES.....	36
ARTICLE 11 - SAFETY, SANITATION AND SHELTER.....	38
ARTICLE 12 - BUSINESS REPRESENTATIVES AND UNION STEWARDS.....	40
ARTICLE 13 - NO STRIKES, NO LOCKOUTS.....	41
ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE.....	41
ARTICLE 15 - GOVERNMENT LEGISLATION.....	44
ARTICLE 16 - REFRESHMENT AND LUNCH BREAK.....	45
ARTICLE 17 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT.....	45
ARTICLE 18 - TRUST FUNDS.....	46
ARTICLE 19 - LIABILITY.....	50
ARTICLE 20 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT.....	50
ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE.....	53
ARTICLE 22 - MASONRY CONSTRUCTION.....	53
ARTICLE 23 - PAY EQUITY.....	54
ARTICLE 24 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARDS AMENDMENT ACT, 1991.....	54
ARTICLE 25 - EMPLOYMENT EQUITY.....	55
ARTICLE 26 - LABOURERS' APPRENTICESHIP PROGRAM (CONSTRUCTION CRAFT WORKER).....	55

# TABLE OF CONTENTS

ARTICLE 27 - DURATION OF AGREEMENT .....	55
SCHEDULE "A" .....	60
SCHEDULE "B" .....	63
SCHEDULE "C" .....	66
SCHEDULE "D" .....	67
SCHEDULE "E" .....	71
SCHEDULE "F" .....	72
TRADE APPENDIX FOR MASONRY TENDERS .....	73
ARTICLE 1 - RECOGNITION AND SUB-CONTRACTING.....	74
ARTICLE 2 - WORK JURISDICTION .....	76
ARTICLE 3 - HOURS OF WORK AND OVERTIME .....	76
ARTICLE 4 - REFRACTORY CONDITIONS .....	81
ARTICLE 5 - SHIFT WORK.....	82
ARTICLE 6 - RATE OF WAGES.....	83
ARTICLE 7 - RECOGNIZED HOLIDAYS.....	84
ARTICLE 8 - VACATION AND HOLIDAY PAY .....	84
ARTICLE 9 - INITIAL REPORTING TIME .....	84
ARTICLE 10 - REPORTING TIME .....	84
ARTICLE 11 - REFRESHMENT BREAK.....	85
ARTICLE 12 - TRAVEL, ROOM AND BOARD .....	85
ARTICLE 13 - EMPLOYER FUND .....	86
ARTICLE 14 - LAYOFF NOTICE.....	89
ARTICLE 15 - LOCAL UNION DEDUCTION AND CONTRIBUTION AMENDMENTS .....	90
ARTICLE 16 - MASON TENDER APPRENTICESHIP PROGRAM.....	90
ARTICLE 17 - PROVINCIAL AGREEMENT MASON TENDERS ONTARIO MASONRY CONTRACTORS ASSOCIATION.....	91
ARTICLE 18 - SAFETY, SAFETY EQUIPMENT, SAFETY TRAINING .....	91
ARTICLE 19 - TRADE APPENDIX EXEMPTION OR AMENDMENT.....	92
ARTICLE 20 - HIRING OF EMPLOYEES.....	93
ARTICLE 21 - LOCAL UNION CONDITIONS .....	94
ARTICLE 22 - APPRENTICESHIP (LOCAL 183 - 506 ONLY).....	97
SCHEDULE "A" .....	99
SCHEDULE "B" .....	100

# TABLE OF CONTENTS

TERMS & CONDITONS: MASONRY RESTORATION .....	112
CEMENT FINISHERS APPENDIX.....	119
ARTICLE 1 - SCOPE .....	120
ARTICLE 2 - HIRING AND UNION SECURITY .....	120
ARTICLE 3 - SUB-CONTRACTING.....	122
ARTICLE 4 - HOURS OF WORK .....	122
ARTICLE 5 - OVERTIME.....	122
ARTICLE 6 - PREMIUM RATE FOR IRREGULAR STARTING TIME .....	123
ARTICLE 7 - MAKE-UP TIME (EXCLUDINGLOCAL 527 OTTAWA) .....	125
ARTICLE 8 - IN-PLANT REPAIR/OCCUPIEDPREMISES.....	125
ARTICLE 9 - REPORTING ALLOWANCE .....	126
ARTICLE10 - WORKCALL-IN .....	126
ARTICLE11 - TRAVELLINGEXPENSES .....	127
ARTICLE12 - RATES OF WAGES .....	129
ARTICLE13 - CLASSIFICATIONS- APPRENTICES .....	138
ARTICLE14 - TRAINING FUNDS.....	139
ARTICLE15 - CEMENT MASONS FOREMAN.....	140
ARTICLE 16 - JURISDICTION .....	140
ARTICLE 17 - WORKING CONDITIONS.....	142
ARTICLE 18 - CLOTHING PROTECTION .....	143
ARTICLE19 - SWING SCAFFOLD- SUSPENDEDSCAFFOLD .....	143
ARTICLE20 - WELFARE .....	143
ARTICLE 21 - PENSION .....	143
ARTICLE22 - EMPLOYER FUND .....	144
ARTICLE 23 - VACATION PAY .....	144
ARTICLE 24 - IN-PLANT MAINTENANCE .....	144
ARTICLE 25 - INTERPRETATION OF THIS AGREEMENT .....	145
ARTICLE 26 - WORK DISTRIBUTION .....	145
ARTICLE27 - LOCALSCHEDULE EXEMPTION ORAMENDMENT .....	145
ARTICLE 28 - JOB STEWARD / SAFETY REPRESENTATIVE.....	146
SUB-APPENDIX TO CEMENT FINISHERS APPENDIX .....	148
ARTICLE 1 - APPLICATION .....	148
ARTICLE 2 - HOURS OF WORK .....	148

## TABLE OF CONTENTS

ARTICLE 3 - OVERTIME.....	148
ARTICLE 4 - REPORTING ALLOWANCE .....	148
ARTICLE 5 - RECALL.....	148
ARTICLE 6 - TRANSPORTATION,ROOM ANDBOARD .....	149
ARTICLE 7 - SUB-CONTRACTING.....	149
ARTICLE 8 - CLASSIFICATIONS AND WAGE RATES .....	150
ARTICLE 9 - BENEFIT PLANS .....	150
WATERPROOFING APPENDIX.....	152
ARTICLE 1 - SCOPE .....	153
ARTICLE 2 - HIRING AND UNION SECURITY .....	153
ARTICLE 3 - VACATION PAY .....	154
ARTICLE 4 - CLASSIFICATIONS AND METHODOF PAYMENT .....	155
ARTICLE 5 - RATES OF WAGES – WATERPROOFING APPENDIX .....	158
ARTICLE 6 - SENIORITY .....	160
ARTICLE 7 - REPORTING TIMEANDINCLEMMENT WEATHER.....	160
ARTICLE 8 - WATERPROOFING FOREMAN .....	161
ARTICLE 9 - CRAFT JURISDICTION .....	162
ARTICLE 10 - JURISDICTIONAL TERRITORY .....	163
ARTICLE11 - TRAVELLING ANDLIVING EXPENSES .....	164
ARTICLE 12 - WORKDAY, WORKWEEK AND SHIFT WORK .....	165
ARTICLE 13 – SUSPENDED ACCESS EQUIPMENT .....	166
ARTICLE 14 - PICKET LINES .....	166
ARTICLE 15 - WORKING CONDITIONS.....	167
ARTICLE 16 - CLOTHING PROTECTION .....	168
ARTICLE 17 - SUB-CONTRACTING.....	168
ARTICLE18 - COFFEE BREAK .....	168
ARTICLE19 - EMPLOYER FUND .....	168
ARTICLE 20 - INTERPRETATION OF THIS AGREEMENT .....	169
ARTICLE21 - WELFARE .....	169
ARTICLE 22 - PENSION.....	170
ARTICLE 23 - TRAINING.....	170
ARTICLE24 - LOCALSCHEDULE EXEMPTIONOR AMENDMENT .....	170
ARTICLE 25 - WATERPROOFING APPENDIX.....	171

# TABLE OF CONTENTS

LOCAL UNION SCHEDULE FOR LOCAL 183 - TORONTO .....	172
ARTICLE 1 - PILE DRIVING, ETC .....	172
ARTICLE 2 - LANDSCAPING.....	172
ARTICLE 3 - SEWERS AND WATERMAINS.....	172
ARTICLE 4 - ROADS ANDPARKING LOTS CONSTRUCTION .....	172
ARTICLE 5 - UTILITIES CONSTRUCTION .....	173
ARTICLE 6 - HEAVY CONSTRUCTION .....	173
LOCAL UNION SCHEDULE FOR LOCAL 183 – EASTERN.....	174
ARTICLE 1 - CODE OF ETHICS .....	174
ARTICLE 2 - JURISDICTIONAL CLAIMS.....	174
ARTICLE 3 - HOURS OF WORK .....	175
ARTICLE 4 - OVERTIME.....	176
ARTICLE 5 - SHIFT WORK.....	176
ARTICLE 6 - INCLEMENT WEATHERAND SHOW-UP TIME .....	177
ARTICLE 7 - VACATION AND RECOGNIZEDHOLIDAY PAY .....	177
ARTICLE 8 - FOREMAN CLASSIFICATION.....	178
ARTICLE 9 - WELFARE .....	178
ARTICLE 10 - PENSION.....	178
ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS .....	179
ARTICLE12 - UNIONDUESANDCHECK-OFF .....	179
ARTICLE13 - TRAVELLINGEXPENSES .....	180
ARTICLE 14 - RECOGNITION AND UNION SECURITY .....	180
ARTICLE15 - TRAINING CLAUSE .....	181
ARTICLE 16 - EMPLOYER’S ADMINISTRATION FUND .....	181
ARTICLE17 - HIRING ANDRECALL .....	181
ARTICLE18 - (A) WAGE RATES & CLASSIFICATIONS FOROSHAWA AREA - ZONEI.....	183
ARTICLE18 - (B) WAGE RATES & CLASSIFICATIONS FOR MUSKOKA AREA - ZONE II .....	185
ARTICLE 19 - APPRENTICESHIP .....	187
ARTICLE 20 - INTERPRETATION OF AGREEMENT.....	188
ARTICLE 21 - ROOM AND BOARD .....	188
ARTICLE 22 - REFRESHMENT AND LUNCH BREAK.....	188
ARTICLE 23 - SAFETY REPRESENTATIVE .....	188
ARTICLE 24 - BOOT ALLOWANCE .....	189

# TABLE OF CONTENTS

ARTICLE 25 - NAME OF LOCAL 183 .....	189
AMENDMENT .....	190
ARTICLE 1 - GEOGRAPHICAL AREA .....	190
ARTICLE 2 - JURISDICTIONAL CLAIMS.....	190
LOCAL UNION SCHEDULE FOR LOCAL 183 - KINGSTON .....	191
ARTICLE 1 - RECOGNITION.....	191
ARTICLE 2 - SUB-CONTRACTING.....	191
ARTICLE 3 - HOURS OF WORK AND OVERTIME RATES .....	192
ARTICLE 4 - REPORTING TIME ANDNOTICE OF LAYOFF .....	192
ARTICLE 5 - FOREMAN .....	194
ARTICLE 6 - SHIFT WORK PREMIUM .....	194
ARTICLE 7 - VACATION PAY .....	195
ARTICLE 8 - TRAVELLING ALLOWANCE .....	195
ARTICLE 9 - NEW JOBCLASSIFICATION .....	196
ARTICLE 10 - PENSION, TRI-FUND, WELFARE, TRAINING & GRSP .....	196
ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS .....	197
ARTICLE12 - NO DISCRIMINATION.....	198
ARTICLE13 - HIRING .....	199
ARTICLE 14 - ELDERLY PROTECTION CLAUSE .....	199
ARTICLE 15 - CONSTRUCTION CRAFT WORKER APPRENTICES .....	200
ARTICLE 16 - JOINT COMMITTEE .....	200
ARTICLE 17 - INTERPRETATION OF AGREEMENT.....	201
ARTICLE 18 - WAGE RATES AND CLASSIFICATIONS .....	201
ARTICLE 19 - ENABLING/HARDSHIP CLAUSE .....	201
LOCAL UNION SCHEDULE FOR LOCAL 493 - SUDBURY.....	204
ARTICLE 1 - TERRITORIAL JURISDICTION .....	204
ARTICLE 2 - HOURS OF WORK .....	204
ARTICLE 3 - OVERTIME.....	204
ARTICLE 4 - SHOW-UP TIME .....	205
ARTICLE 5 - SHIFT WORK.....	205
ARTICLE 6 - VACATION PAYAND HOLIDAY PAY .....	206
ARTICLE 7 - RECALL.....	206
ARTICLE 8 - SUPERVISION.....	206

## TABLE OF CONTENTS

ARTICLE 9 - TRANSPORTATION, ROOM AND BOARD AND ACCOMMODATION .....	207
ARTICLE10 - CLASSIFICATIONS& WAGERATES.....	209
ARTICLE 11 - GENERAL CONTRACTORS EMPLOYING MASONS AND PLASTERERS.....	210
ARTICLE 12 - HEALTH AND WELFARE AND SCHOLARSHIP AND SUPPLEMENTAL PENSION PLAN .....	210
ARTICLE13 - PENSIONAND TRI-FUND .....	211
ARTICLE14 - EMPLOYER INDUSTRYFUND .....	211
ARTICLE 15 - ORGANIZING FUND & TRAINING FUND .....	212
ARTICLE16 - DEDUCTIONS.....	213
ARTICLE17 - REMITTANCES .....	213
ARTICLE18 - LAYOFF .....	213
ARTICLE 19 - LOCAL SCHEDULE AND/OR TRADE APPENDIX EXEMPTION OR AMENDMENT.....	214
ARTICLE 20 - APPRENTICESHIP PROGRAM .....	217
ARTICLE 21 - T-2200 FORM .....	217
ARTICLE 22 - METATARSALS .....	217
ARTICLE 23 - STUDENTS.....	218
ARTICLE 24 - TRAINING.....	218
LOCAL UNION SCHEDULE FOR LOCAL 506 – TORONTO AND SIMCOE COUNTY .....	220
ARTICLE 1 - ADMINISTRATIVEPARTY .....	220
ARTICLE 2 - COMMON CONDITIONS .....	220
ARTICLE 3 - HIRING .....	220
ARTICLE 4 - HOURS OF WORK .....	221
ARTICLE 5 - OVERTIME.....	222
ARTICLE 6 - SHIFT WORK.....	223
ARTICLE 7 - INCLEMENT WEATHERAND SHOW-UP TIME .....	223
ARTICLE 8 - LAYOFF .....	224
ARTICLE 9 - SUB-CONTRACTING.....	224
ARTICLE10 - SPECIALTYTERMS ANDCONDITIONS .....	224
ARTICLE 11 - VACATION PAY .....	225
ARTICLE12 - WELFARE .....	225
ARTICLE 13 - TRAINING.....	225
ARTICLE 14 - PENSION AND L.I.U.N.A. CANADIAN TRI-FUND .....	226
ARTICLE 15 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS	227

## TABLE OF CONTENTS

ARTICLE 16 - PROJECT NOTIFICATION .....	227
ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND .....	227
ARTICLE 18 - TORONTO O.L.R.B. BOARD #8 – I.C.I. WAGES AND CLASSIFICATIONS SCHEDULE ...	228
ARTICLE19 - TORONTOO.L.R.B.BOARDAREA#8 – FORMWORKWAGES AND CLASSIFICATIONS SCHEDULE.....	229
ARTICLE20 - SIMCOE O.L.R.B. BOARDAREA#18 – I.C.I. WAGESCLASSIFICATIONS SCHEDULE.....	230
ARTICLE21 - SIMCOE O.L.R.B. BOARD AREA #18 – FORMWORK WAGESAND CLASSIFICATIONS SCHEDULE.....	233
ARTICLE 22 - PLASTERERS' & DRYWALL LABOURERS WAGES AND CLASSIFICATIONS SCHEDULE.....	235
ARTICLE 23 - WAGESANDCLASSIFICATION SCHEDULES.....	235
ARTICLE 24 - TRANSPORTATION ALLOWANCE – TORONTO O.L.R.B. AREA #8.....	237
ARTICLE25 - TRANSPORTATION ALLOWANCE– SIMCOE – O.R.L.B. AREA#18 EXCLUDING RAMA, MARA AND THORAH .....	237
ARTICLE 26 - APPLICABLE TO FORMWORK ONLY – JURISDICTION .....	238
ARTICLE 27 - CONSTRUCTION CRAFT WORKER.....	238
ARTICLE28-FORMAN MAKEUP TIME.....	241
<b>LOCAL UNION SCHEDULE FOR LOCAL 506 – BOARD AREA 7 – COUNTY OF WELLINGTON AND BOARD AREA 27 – COUNTY OF DUFFERIN .....</b>	<b>242</b>
ARTICLE 1 - HOURS OF WORK .....	242
ARTICLE 2 - OVERTIME.....	242
ARTICLE 3 - SHIFT WORK.....	242
ARTICLE 4 - VACATION PAY .....	243
ARTICLE 5 - TRAVEL AND TRANSFER DURING WORKING HOURS .....	243
ARTICLE 6 - IRREGULAR WORKING HOURS.....	244
ARTICLE 7 - EMPLOYMENT AND REPORTING ALLOWANCE.....	245
ARTICLE 8 - WELFARE .....	245
ARTICLE 9 - PENSION.....	246
ARTICLE 10 - UNION DUES .....	246
ARTICLE 11 - ASSOCIATION CONTRIBUTIONS.....	246
ARTICLE 12 - WAGES .....	247
ARTICLE 13 - APPRENTICES.....	249
ARTICLE 14 - RECALL.....	249

# TABLE OF CONTENTS

ARTICLE 15 - TRAINING.....	249
ARTICLE 16 - FOREMAN .....	249
ARTICLE 17 - UNION REPRESENTATION LEAVE OF ABSENCE .....	250
ARTICLE 18 - MAKE UP TIME .....	250
ARTICLE 19 - AMENDMENT OF CONTRIBUTION AMOUNTS .....	250
ARTICLE 20 - ADMINISTRATION .....	250
LOCAL UNION SCHEDULE FOR LOCAL 527 – OTTAWA.....	252
ARTICLE 1 - RECOGNITION.....	252
ARTICLE 2 - SUBCONTRACTING .....	253
ARTICLE 3 - WAGES .....	253
ARTICLE 4 - HOURS OF WORK AND OVERTIME RATES .....	253
ARTICLE 5 - REPORTING TIME AND NOTICE OF LAYOFF .....	254
ARTICLE 6 - FOREMEN .....	255
ARTICLE 7 - SHIFT WORK PREMIUM .....	255
ARTICLE 8 - VACATION PAY .....	256
ARTICLE 9 - TRAVELLING ALLOWANCE .....	256
ARTICLE 10 - NEW JOB CLASSIFICATION .....	258
ARTICLE 11 - STUDENTS .....	258
ARTICLE 12 - WELFARE, VACATION PAY, ADMINISTRATION AND UNION DUES, PENSION, HEALTH AND SAFETY, AND TRI-FUND.....	259
ARTICLE 13 - NO DISCRIMINATION .....	262
ARTICLE 14 - ELDERLY PROTECTION CLAUSE .....	262
ARTICLE 15 - HIRING/RECALL .....	262
ARTICLE 16 - UNION DUES .....	262
ARTICLE 17 - APPRENTICES.....	263
ARTICLE 18 - OCCUPIED PREMISES.....	264
ARTICLE 19 - INTERPRETATION OF AGREEMENT.....	265
ARTICLE 20 - MAKE-UP TIME.....	265
APPENDIX "A" - WAGE SCHEDULE .....	266
LOCAL UNION SCHEDULE FOR LOCAL 527 - OTTAWA.....	271
CEMENT FINISHERS AND WATERPROOFERS .....	271
ARTICLE 1 - HOURS OF WORK .....	272
ARTICLE 2 - REPORTING ALLOWANCE .....	273
ARTICLE 3 - SCHEDULING OF CONCRETE .....	273
ARTICLE 4 - TRAVEL EXPENSE .....	274

# TABLE OF CONTENTS

ARTICLE 5 - TIMING OF CONCRETE POURS.....	274
ARTICLE 6 - WELFARE, VACATION PAY, ADMINISTRATION AND UNION DUES, PENSION, HEALTH AND SAFETY AND TRI-FUND .....	275
APPENDIX "A" - WAGE SCHEDULE.....	279
LOCAL UNION SCHEDULE FOR LOCAL 527- BROCKVILLE.....	281
ARTICLE 1 - RECOGNITION.....	281
ARTICLE 2 - SUBCONTRACTING .....	281
ARTICLE 3 - HOURS OF WORK AND OVERTIME RATES .....	281
ARTICLE 4 - REPORTING TIME AND NOTICE OF LAYOFF .....	282
ARTICLE 5 - FOREMEN .....	284
ARTICLE 6 - SHIFT WORK PREMIUM .....	284
ARTICLE 7 - VACATION PAY .....	285
ARTICLE 8 - TRAVELLING ALLOWANCE .....	285
ARTICLE 9 - NEW JOB CLASSIFICATION .....	286
ARTICLE 10 - PENSION, OPDC, WORKING DUES, CANADIAN TRI-FUND, WELFARE, LOCAL 527 ADMINISTRATION, LOCAL 527 TRAINING, LEGAL,SCHOLARSHIP FUND AND VACATION PAY .....	286
ARTICLE 11 - NO DISCRIMINATION .....	288
ARTICLE 12 - HIRING .....	288
ARTICLE13 - ELDERLY PROTECTION CLAUSE .....	289
ARTICLE 14 - CONSTRUCTION CRAFT WORKER APPRENTICES .....	289
ARTICLE 15 - JOINT COMMITTEE .....	290
ARTICLE 16 - INTERPRETATION OF AGREEMENT.....	290
ARTICLE 17 - WAGE RATES AND CLASSIFICATIONS .....	291
ARTICLE 18 - ENABLING/HARDSHIP CLAUSE .....	291
LOCAL UNION SCHEDULE FOR LOCAL 607- THUNDERBAY.....	292
ARTICLE 1 - GEOGRAPHICAL JURISDICTION.....	292
ARTICLE 2 - HOURS OF WORK .....	292
ARTICLE 3 - OVERTIME.....	293
ARTICLE 4 - SHOW UPTIME .....	293
ARTICLE 5 - SHIFT WORK.....	294
ARTICLE 6 - VACATION AND HOLIDAY PAY .....	294
ARTICLE 7 - SUPERVISION .....	295
ARTICLE 8 - TRANSPORTATION,ROOM AND BOARD .....	295
ARTICLE 9 - CLASSIFICATIONS AND SCHEDULES OF WAGES.....	299

# TABLE OF CONTENTS

ARTICLE 10 - SPECIAL PROVISIONS .....	303
ARTICLE 11 - LAYOFF NOTICE.....	308
ARTICLE 12 - CHECK-OFFS.....	309
ARTICLE13 - WELFARE.....	309
ARTICLE 14 - EMPLOYER'S ADMINISTRATION FUND .....	309
ARTICLE 15 - PENSION.....	310
ARTICLE 16 - TRAINING FUND.....	310
ARTICLE 17 - HIRING HALL.....	310
ARTICLE 18 - INTERPRETATION OF AGREEMENT.....	311
ARTICLE 19 - INDIGENOUS CONTENT COMMITMENT.....	311
ARTICLE 20 - DE NOVO.....	311
LOCAL UNION SCHEDULE FOR LOCAL 625- WINDSOR(ESSEX COUNTY) .....	313
ARTICLE 1 - GEOGRAPHICAL JURISDICTIONOF LOCAL 625 .....	313
ARTICLE 2 - REGULAR WORKINGHOURS,WAGESANDCLASSIFICATIONS.....	313
ARTICLE 3 - LOCAL UNION DUES CHECK-OFF .....	318
ARTICLE 4 - OVERTIME.....	321
ARTICLE 5 - SHIFT WORK.....	322
ARTICLE 6 - TRANSPORTATION ANDTRANSFER OFEMPLOYEES.....	322
ARTICLE 7 - ROOM AND BOARD ALLOWANCE .....	324
ARTICLE 8 - REPORTING/REFERRAL.....	325
ARTICLE 9 - JOINT LABOUR MANAGEMENT COMMITTEE.....	327
ARTICLE 10 - GENERAL WORKING CONDITIONS .....	328
ARTICLE 11 - HARD LANDSCAPING.....	329
LOCAL 625 - WINDSOR, ESSEX AND CHATHAM KENT CEMENT MASONS APPENDIX .....	330
ARTICLE 1 - GEOGRAPHICAL DESCRIPTION.....	330
ARTICLE 2 - RATES OF WAGES, WELFARE, UNION DUES, VACATION PAY, EMPLOYER LABOUR RELATIONS FUND AND LEGAL FUND.....	330
ARTICLE 3 - HOURS OF WORK AND OVERTIME.....	332
ARTICLE 4 - REPORTING ALLOWANCE AND/OR INCLEMENT WEATHER PAY.....	334
ARTICLE 5 - FOREPERSON PREMIUMS AND RATIOS.....	335
ARTICLE 6 - TRANSPORTATION, TRANSFER OF EMPLOYEES AND DAILY TRAVEL ALLOWANCE / MILEAGE.....	335
ARTICLE 7 - ROOM AND BOARD .....	337
ARTICLE 8 - SHIFT WORK.....	338

# TABLE OF CONTENTS

ARTICLE 9 - SUBCONTRACTORS' PROVISION FOR GENERAL AND INDUSTRIAL CONTRACTORS .....	338
LOCAL UNION SCHEDULE FOR LOCAL 625- CHATHAM- KENT .....	340
ARTICLE 1 - GEOGRAPHICAL JURISDICTION .....	340
ARTICLE 2 - REGULAR WORKING HOURS, WAGES AND CLASSIFICATIONS .....	340
ARTICLE 3 - WELFARE AND PENSION .....	344
ARTICLE 4 - TRANSPORTATION AND TRANSFER OF EMPLOYEES .....	345
ARTICLE 5 - OTHER TERMS AND CONDITIONS .....	347
LETTER OF UNDERSTANDING - ENABLING .....	348
LOCAL UNION SCHEDULE FOR LOCAL 837 - HAMILTON .....	350
ARTICLE 1 - HOURS OF WORK AND OVERTIME .....	350
ARTICLE 2 - SHIFT WORK .....	351
ARTICLE 3 - VACATION WITH PAY .....	351
ARTICLE 4 - TRAVELLING EXPENSES .....	352
ARTICLE 5 - TRANSPORTATION AND TRANSFER OF EMPLOYEES .....	352
ARTICLE 6 - WORKING FOREMAN .....	353
ARTICLE 7 - EMPLOYERS' ADMINISTRATION FUND .....	353
ARTICLE 8 - UNION HIRING PROCEDURE .....	353
ARTICLE 9 - INCLEMENT WEATHER AND SHOW UP TIME .....	354
ARTICLE 10 - WAGE PACKAGE .....	355
ARTICLE 11 - WELFARE AND PENSION .....	357
ARTICLE 12 - NOTICE OF LAYOFF .....	359
ARTICLE 13 - GEOGRAPHIC AREA .....	359
ARTICLE 14 - WORK JURISDICTION .....	359
LOCAL 837 PLASTERERS' APPENDIX .....	361
ARTICLE 1 - WORK PERIOD AND OVERTIME RATES .....	361
ARTICLE 2 - WAGE RATES .....	362
ARTICLE 3 - GENERAL .....	362
ARTICLE 4 - FOREMEN .....	362
ARTICLE 5 - HIRING .....	363
ARTICLE 6 - COMMUTING, TRAVEL, ROOM AND BOARD .....	363
ARTICLE 7 - APPRENTICES .....	364
LOCAL UNION SCHEDULE FOR LOCAL 837 - NIAGARA .....	365
ARTICLE 1 - HOURS OF WORK AND OVERTIME .....	365

# TABLE OF CONTENTS

ARTICLE 2 - SHIFTS.....	366
ARTICLE 3 - VACATION WITH PAY AND RECOGNIZED HOLIDAYS IN THIS AGREEMENT .....	367
ARTICLE 4 - WORKING FOREMAN'S RATE .....	367
ARTICLE 5 - INCLEMENT WEATHERAND SHOW-UP TIME .....	367
ARTICLE 6 - REFRACTORY RATE.....	368
ARTICLE 7 - WELFARE .....	368
ARTICLE 8 - PENSION.....	369
ARTICLE 9 - EMPLOYER ADMINISTRATION FUND.....	369
ARTICLE 10 - WAGE PACKAGE .....	370
ARTICLE11 - TRAINING & BUILDING .....	371
ARTICLE 12 - GEOGRAPHIC AREA .....	372
ARTICLE 13 - APPRENTICES.....	372
ARTICLE 14 - AREA WORK JURISDICTION .....	374
ARTICLE 15 - TRAVELLING EXPENSES .....	374
ARTICLE 16 - UNION HIRING PROCEDURE .....	375
ARTICLE 17 - TRANSPORTATION AND TRANSFER OF EMPLOYEES .....	375
LOCAL UNION SCHEDULE FOR LOCAL 837 - COUNTY OF NORFOLK AND BRANT AND BOARD AREA 6 – COUNTY OF WATERLOO.....	377
ARTICLE 1 - HOURS OF WORK .....	377
ARTICLE 2 - OVERTIME.....	377
ARTICLE 3 - SHIFT WORK.....	377
ARTICLE 4 - VACATION PAY .....	378
ARTICLE 5 - TRAVEL AND TRANSFER DURING WORKING HOURS .....	378
ARTICLE 6 - IRREGULAR WORKING HOURS.....	379
ARTICLE 7 - EMPLOYMENT AND REPORTING ALLOWANCE.....	380
ARTICLE 8 - WELFARE .....	380
ARTICLE 9 - PENSION.....	381
ARTICLE 10 - WORKING DUES.....	381
ARTICLE 11 - EMPLOYER'S ADMINISTRATION FUND .....	381
ARTICLE 12 - WAGES .....	382
ARTICLE 13 - STUDENTS/ APPRENTICES.....	383
ARTICLE 14 - RECALL.....	383
ARTICLE 15 - TRAINING.....	383
ARTICLE 16 - FOREMAN .....	384

## TABLE OF CONTENTS

ARTICLE 17 - UNION REPRESENTATION LEAVE OF ABSENCE .....	384
ARTICLE 18 - MAKE UP TIME .....	384
ARTICLE 19 - AMENDMENT OF CONTRIBUTIONAMOUNTS .....	384
ARTICLE 20 - ADMINISTRATION .....	384
LOCAL UNION SCHEDULE FOR LOCAL 1036 - SAULT STE. MARIE .....	387
ARTICLE 1 - HOURS OF WORK .....	387
ARTICLE 2 - OVERTIME.....	387
ARTICLE 3 - SHOW-UP TIME .....	387
ARTICLE 4 - SHIFT WORK.....	388
ARTICLE 5 - VACATION AND STATUTORY HOLIDAY PAY .....	388
ARTICLE 6 - RECALL.....	388
ARTICLE 7 - SUPERVISION .....	389
ARTICLE 8 - TIME CLOCKS, CHECK-IN .....	389
ARTICLE 9 - TRANSPORTATION,ROOM AND BOARD .....	390
ARTICLE 10 - CLASSIFICATIONS.....	391
ARTICLE 11 - RATES OF WAGES .....	393
ARTICLE 12 - GENERAL CONTRACTORS EMPLOYING MASONS AND PLASTERERS.....	394
ARTICLE 13 - WELFARE CONTRIBUTION AND DESCRIPTION OF REMITTANCE.....	394
ARTICLE 14 - PENSION.....	395
ARTICLE 15 - LABOURERS' UNION WORKING DUES.....	395
ARTICLE 16 - NOTICE OF LAYOFF .....	395
ARTICLE 17 - GEOGRAPHICAL JURISDICTION .....	396
ARTICLE 18 - EMPLOYER'S ADMINISTRATION FUND .....	396
ARTICLE 19 - TRAINING FUND.....	396
ARTICLE 20 - LOCAL SCHEDULE AND/OR TRADE APPENDIX AMENDMENT.....	397
LOCAL UNION SCHEDULE FOR LOCAL 1059 - LONDON.....	399
ARTICLE 1 - INCLEMENT WEATHER AND SHOW-UP TIME .....	399
ARTICLE 2 - WELFARE, PENSION& TRAINING.....	400
ARTICLE 3 - WAGE RATES, VACATION PAY AND HOLIDAY PAY.....	401
ARTICLE 4 - L.I.U.N.A. CANADIAN TRI-FUND .....	402
ARTICLE 5 - SHIFT WORK.....	402
ARTICLE 6 - IRREGULAR WORKING HOURS .....	403
ARTICLE 7 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS ..	403
ARTICLE 8 - HOURS OF WORK AND OVERTIME .....	404
ARTICLE 9 - GENERAL WORKING CONDITIONS .....	405

ARTICLE 10 - TRAVEL EXPENSE .....	406
ARTICLE 11 - LODGING ALLOWANCE.....	407
ARTICLE 12 - UNION REPRESENTATIVE LEAVE OF ABSENCE.....	407
ARTICLE 13 - JOINT COMMITTEE .....	408
ARTICLE14 - LAY-OFF .....	408
ARTICLE 15 - CLASSIFICATION .....	408
ARTICLE16 - FOREMAN'S RATEANDCONDITIONS.....	409
ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND .....	409
ARTICLE 18 - INTERPRETATION OF AGREEMENT.....	409
ARTICLE 19 - ADMINISTRATION OF AGREEMENT.....	409
ARTICLE 20 - TRAINING PROGRAMS .....	410
ARTICLE 21 - HIRING OF EMPLOYEES.....	410
ARTICLE 22 - APPRENTICESHIP PROGRAMS .....	411
ARTICLE 23 - SUBCONTRACTING .....	411
ARTICLE 24 - FINAL CONSTRUCTION CLEAN-UP .....	411
ARTICLE 25- SAFE VEHICLE.....	412
ARTICLE 26-OVERPAYMENT.....	412
LOCAL UNION SCHEDULE FOR LOCAL 1059- COUNTY OF GREY.....	413
ARTICLE 1 - HOURS OF WORK .....	413
ARTICLE 2 - OVERTIME.....	413
ARTICLE 3 - SHIFT WORK.....	413
ARTICLE 4 - VACATION PAY .....	414
ARTICLE 5 - TRAVEL AND TRANSFER DURING WORKING HOURS .....	414
ARTICLE 6 - IRREGULAR WORKING HOURS.....	415
ARTICLE 7 - EMPLOYMENT AND REPORTING ALLOWANCE.....	416
ARTICLE 8 - WELFARE .....	417
ARTICLE 9 - PENSION.....	417
ARTICLE10 - UNION DUES .....	417
ARTICLE 11 - ASSOCIATION CONTRIBUTIONS.....	417
ARTICLE 12 - WAGES .....	418
ARTICLE 13 - APPRENTICES.....	417
ARTICLE 14 - RECALL.....	421
ARTICLE 15 - TRAINING.....	421
ARTICLE 16 - FOREMAN .....	422
ARTICLE17 - UNION REPRESENTATION LEAVE OF ABSENCE.....	422
ARTICLE 18 - MAKE UP TIME .....	422
ARTICLE 19 - AMEDEMMENT OF CONTRIBUTION AMOUNTS.....	422

ARTICLE 20 - ADMINISTRATION .....	423
LOCAL UNIONSCHEDULEFOR LOCAL 1089 - SARNIA .....	425
ARTICLE 1 - ADMINISTRATION OFAGREEMENT.....	425
ARTICLE 2 - HOURS OF WORK .....	425
ARTICLE 3 - RECOGNIZED HOLIDAYS.....	425
ARTICLE 4 - OVERTIME CONDITIONS.....	426
ARTICLE 5 - SHIFT WORK.....	426
ARTICLE 6 - MINIMUM WAGES.....	429
ARTICLE 7 - CLASSIFICATIONS AND PREMIUMS .....	430
ARTICLE 8 - WAGES FOR TUNNEL WORKERS .....	432
ARTICLE 9 - FOREMEN'S RATE.....	432
ARTICLE 10 - FOREMAN'S DUTIES .....	432
ARTICLE 11 - GENERAL CONDITIONS .....	433
ARTICLE12 - REPORTING TIME .....	433
ARTICLE 13 - TRAVEL ZONE ALLOWANCE.....	434
ARTICLE 14 - DISCHARGE AND QUITTING.....	435
ARTICLE 15 - OBLIGATIONS OFMEMBERS.....	435
ARTICLE 16 - HIRING PROCEDURE.....	435
ARTICLE 17 - APPRENTICES.....	436
ARTICLE 18 - SUBCONTRACTING .....	436
ARTICLE19 - TRUST FUND .....	436
ARTICLE 20 - G.R.S.P. FUND.....	438
ARTICLE 21 - EMPLOYERS' ADMINISTRATION FUND .....	439
ARTICLE 22 - L.I.U.N.A. CANADIAN TRI-FUND .....	439
ARTICLE 23 - INTERPRETATION OF AGREEMENT.....	439

**MASTER PORTION  
PROVINCIAL COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this ***1st day of May, 2019.***

**B E T W E E N :**

***Construction Labour Relations Association of Ontario;  
Ontario Masonry Contractors Association;  
Industrial Contractors Association of Canada;  
Waterproofing Contractors Association of Ontario;  
Cement Finishing Labour Relations Association***

(hereinafter called the "Employer Bargaining Agency" or "E.B.A.")

OF THE FIRST PART

- and -

***Labourers' International Union of North America and the  
Labourers' International Union of North America,  
Ontario Provincial District Council, on behalf of its  
affiliated Local Unions 183, 493, 506, 527,  
607, 625, 837, 1036, 1059 and 1089;***

(hereinafter called the "Union")

OF THE SECOND PART

**WHEREAS** the Union, acting on behalf of the Local Unions whose names and numbers appear on the attached Schedule 'A', and the E.B.A. wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as defined in Article 1 of this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

**AND WHERE AS** the E.B.A. recognizes the Union as the Collective Bargaining Agency on behalf of the Local Unions specified in the attached Schedule 'A' with respect to the employees of Employers covered in this Agreement;

***IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:***

## **ARTICLE 1 - RECOGNITION**

1.01 The E.B.A. recognizes the Union as the sole and exclusive bargaining agent for all construction labourers, including masons' or bricklayers' tenders, plasterers and plasterers' apprentices and all employees engaged in cement finishing, waterproofing or restoration work and all other construction employees engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario, for whom the Union has bargaining rights.

1.02 The Union recognizes the E.B.A. (the several parties are listed on Schedule 'C') as the sole and exclusive bargaining agent for all Employers whose employees are represented by the Union and for whom the Union has bargaining rights who are engaged in the industrial, commercial and institutional sector of the construction industry in the Province of Ontario.

1.03 The Employer recognizes each Local Union as specified in the attached Schedule 'A' to be the administrative party of this Collective Agreement for work performed within the geographical area and/or jurisdiction of the Local Unions as defined in Schedule 'B' attached hereto.

1.04 This Agreement shall also apply to an Employer in all other sectors where the Union or any of its affiliated bargaining agents have bargaining rights in such other sectors for the employees of such Employer, provided that such Employer may become signatory to the various Collective Agreements applicable in such other sectors.

## **ARTICLE 2 - UNION SECURITY, WORK JURISDICTION, ASSIGNMENT OF WORK, SUB-CONTRACTING**

2.01 The Employer agrees to employ only members in good standing of the Local Union specified in Article 1.03 for work covered by this Agreement.

2.02 As a condition of continuing employment, all employees shall maintain in good standing their membership in the Local Union.

2.03 The Employer acknowledges and agrees that the work covered by this Agreement is within the exclusive jurisdiction of the Union and its affiliated bargaining agents, notwithstanding the claims of any other Trade Union.

2.04 The Employer agrees that notwithstanding the claims of any other Trade Union, it shall assign exclusively to members of the Union and its affiliated bargaining agents, all of the work covered by this Agreement.

2.05 (a) For all work in the industrial, commercial and institutional sector, which is covered by this Agreement, the Employer agree to engage only contractors and/or subcontractors bound to this Agreement.

(b) For work forming part of an ICI general contract, but not covered by 2.05 (a), the employer agrees to engage contractors and/or subcontractors that are bound to an applicable agreement with the OPDC or bound to an applicable agreement with the local Union in whose geographic jurisdiction the work is being performed.

(c) For work forming part of an ICI general contract, but not covered by 2.05 (a), the employer may also engage contractors and/or subcontractors that have an applicable agreement with an affiliate or the OPDC other than the local Union having jurisdiction over the work provided that such contractors/subcontractors maintain a ratio of 50% local Union members and 50% members from other areas with the latter not to exceed a maximum of five. The first hire shall be a key man; the second hire will come from local Union; the third shall be a key man and soon. This ratio shall be maintained on lay-off.

Any members transferred from another area under this provision shall receive the wage package in the applicable local agreement or the package in their employer's agreement whichever is superior, all other terms and conditions of their employer's agreement shall apply;

Any local Union members hired by a contractor, that is not bound to the local Union in whose geographic jurisdiction the work is being performed, shall be employed in accordance with all of the terms and conditions of the applicable agreement in the area where the work is being performed.

(d) Where an employer awards work to a subcontractor/contractor according to the provisions of 2.05 (c) and the subcontractor/contractor has violated the mobility provisions of 2.05 (c) then such violation shall constitute a violation of the mobility provisions of 2.05 (c) by the employer. Where a subcontractor/contractor violates any other terms or conditions of the applicable collective agreement then the employer shall be liable for such other violation to the extent of the violation.

(e) For all work performed under this article, working dues for all employees will be remitted to the local Union in whose jurisdiction the project is located; OPDC dues will be remitted as directed by the OPDC and Canadian Tri-Fund contributions will be remitted as directed by the OPDC.

2.06 (a) Schedule 'E' to this Collective Agreement constitutes a list of work that is claimed by the Union.

(b) Where work within Schedule 'E' is claimed by the Union and is within the I.C.I. sector and there is no work claim dispute within the meaning of Article 8.01, the work will be assigned to employees represented by the Union.

2.07 Without restricting in any way the application of the sub-contracting provision contained in Article 2.05 of this Agreement, an Employer who undertakes a contract with an owner to provide construction management services shall be subject to said Article 2.05 unless:

(i) The owner selects contractor(s) not bound to this Agreement to bid on work covered by this Agreement and solely and directly solicits or obtains bid(s) for such work from such contractor(s) without any involvement or participation by the Employer in the selection of such contractor(s) (except as to the validity of the bids) or the solicitation or obtaining of any bid(s) from any contractor(s) regardless of whether it (they) is (are) bound or otherwise to this Agreement;

(ii) The owner accepts bid(s) from contractor(s) not bound to this Agreement; and

(iii) The owner contracts or sub-contracts directly with contractor(s) not bound to this Agreement without contractual obligation of the Employer for the work of such contractor(s), other than for the negligent acts or omissions of the Employer.

2.08 Any failure to comply with Article 2.07 of this Agreement shall render the Employer liable for damages equivalent to those for the breach of the sub-contracting provision set forth in Article 2.05 above.

2.09 The Employer shall advise the owner of the provisions of Articles and 2.08 when undertaking the construction management services contract.

## **ARTICLE 3 - HIRING OF EMPLOYEES**

3.01 The following provisions will apply to the hiring of all employees, except as specifically provided for elsewhere in the Master Portion, Trade Appendices and Local Schedules:

(a) The Employer agrees to call the Local Union by 1:00 p.m. for its needed supply of men for the following day. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment, unless such referral has been transmitted electronically by the Union to the Employer. It is understood that if the Local Union having jurisdiction over the work is unable to provide the required men within twenty-four (24) hours, the Employer is free to hire such labour as is available, but such labour shall acquire a referral slip prior to commencing work on the second day after hiring and as a condition of employment, either be in good standing or apply for membership in the Union within seven (7) days. In addition to the workers name and phone number, the referral slip will list and confirm that the referred employee holds all safety and trade training certificates required by the Employer, subject to the Local Union's ability to provide such information.

The Local Union shall be allowed forty-eight (48) hours to supply men to jobs beyond fifty (50) kilometres from the point of origin as defined in Schedule 'B' hereto.

(b) The Employer shall have the right to name hire one (1) foreman per project, providing such foreman is a member in good standing of the Local Union having jurisdiction over the area and the employee is registered on the Local Union unemployment list.

3.02 (a) Except as set out in the Appendices, an Employer may transfer up to two (2) current regular employees represented by a Local Union(s), to the jurisdiction of another Local Union. The parties agree that Article 3.02(a) is an agreement under Section 163.5(7) to lower the percentages of Articles 1 and 2 of Section 163.5(1) to the percentages provided by Article 3.02(a).

An Employer specializing in concrete cutting, coring and drilling will have full mobility. Any Employer performing concrete cutting, coring and

drilling other than an Employer specializing in such work will have mobility of one (1) key man per job who will be employed in the operation of equipment and/or machinery for that job.

(b) When transferring employees across Local Union jurisdictions or within a Local Union jurisdiction with more than one Wage Schedule the total wage package payable shall be the higher of the employees; home Local Schedule or the Local Schedule where the work is being performed. In no case shall the total wage and benefit package payable be less than the Local Schedule. Such transfer is without the requirement to transfer Local Unions, however the Employer shall remit all Local Working Dues and Local Training Fund remittances as per the Local Union Wage Schedule to the Local Union in which the work is being performed.

## **ARTICLE 4 - UNION DUES AND CHECK-OFF**

4.01 The Employer agrees to continue in effect, regular monthly Local Union dues deductions where applicable, in accordance with the Local Union Schedule provided herein. The amount of such deductions may be varied on forty-five (45) days notice, in writing, from the Secretary- Treasurer of the Local Union. Such deductions shall be made from the first pay due the employee in each calendar month and remitted directly to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deductions were made.

4.02 (a) The Employer agrees to deduct from each employee covered by the terms of this Agreement, working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deductions were made.

(b) Ontario Provincial District Council working dues consisting of forty cents (\$0.40) per hour (which includes the Ontario Construction Secretariat Fund) shall be deducted and remitted by the Employer directly to the Labourers' Pension Fund of Central and Eastern Canada, along with the pension contributions.

(c) The amounts of Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary Treasurer of the Ontario Provincial District Council on forty-five (45) days notice, in writing, to the Employer Bargaining Agency. In the event of conflict between this provision and any other article or section of this Agreement, including the appendices and local union schedules, this provision shall prevail.

(d) The Employer shall, when remitting such dues, submit a list of names and social insurance numbers for and on whose behalf such deductions were made, on one (1) Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

(e) The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other Article, Appendix or Schedule to this Agreement.

4.03 The Local Unions, the Union and the Trustees agree to hold harmless and indemnify the Employers and the E.B.A. against any liability incurred as a result of deductions made under Article 4.01 and Article 4.02 above.

4.04 Each Employer bound by the terms of this Agreement shall contribute an amount per hour, which includes the Ontario Construction Secretariat Fund, for each hour worked by each employee as specified in the applicable Trade Appendix or Local Union Schedule. Unless otherwise directed, such contributions shall be remitted directly to the Local Construction Association by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on the Standard Benefits Reporting Form showing all applicable deductions and/or contributions.

4.05 The E.B.A. agrees to hold harmless and indemnify the Local Union and the "Council" against any liability incurred under Article 4.04 above.

4.06 Notwithstanding any other provision of this Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05) for each hour worked to the Labourers' International Union of North America,

Canadian Tri-Fund and remit same to the Labourers' Pension Fund of Central and Eastern Canada, or as directed by the Local Union in whose jurisdiction the work is being performed, on the fifteenth (15th) day of the calendar month following the month in which these hours were worked.

4.07 The employer will cooperate with the Local Union, in the event that a Local Union establishes an electronic filing system; however, the Employer reserves the right to maintain the existing system if implementing the electronic system imposes a hardship.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union agrees and acknowledges that the Employer has exclusive right to manage the business and to exercise such right without restriction, save and except such prerogatives of management as may be modified by the terms and conditions of this Agreement. Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

(a) To determine qualifications, classify, transfer, hire, direct, promote, demote, layoff, discipline and discharge for just cause, employees and to increase or decrease or transfer working forces in accordance with the terms of this Agreement. In matters of formal discipline, including discharge for cause, the employee shall be entitled to the presence of a Union Steward or Representative during the disciplinary process. It is agreed that the absence of such Union Steward or Representative shall not be a bar to the application of discipline.

(b) To determine the materials and methods to be used, design of the products to be handled, facilities and equipment required, the scheduling of the work and the locations of equipment.

(c) To determine reasonable rules and regulations to be observed by employees.

5.02 It is agreed that none of the foregoing shall be exercised in a manner inconsistent with the express provisions of this Agreement.

## **ARTICLE 6 - PRE-JOB OR JOB CONFERENCE**

6.01 A job conference may be called in writing, on all projects and the parties agree to meet within fourteen (14) days of notice.

## **ARTICLE 7 - HOURS OF WORK, OVERTIME, WAGE RATES**

7.01 Except as herein provided, hours of work, overtime, wage rates, shift premium, classifications, vacation pay, travel allowance, welfare and pension contributions, union dues and other working conditions which are hereby made part of this Agreement, shall be as specified in the Local Union Schedules attached hereto and/or the Trade Appendices.

### 7.02 Occupied Premises

Occupied premises shall be defined as commercial and institutional facilities on which it is impractical to perform work during the regular business hours applicable to such business. Work within such facilities may be performed under the following conditions:

(a) Eight hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.

(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh(7th) days.

(c) Rates of pay referred to herein shall be in accordance with the applicable Local Area Schedules.

(d) It is understood and agreed that schools, hospitals, all processing and/or production areas in operating plants such as factories, mine properties, refineries, smelters, mills, etc. are not to be considered as occupied premises.

### 7.03 In Plant Repair and Reconstruction

For in-plant construction work defined as repair and reconstruction, it is understood that the Local Union and the Local Employers Group or Trade Association may adopt special conditions by mutual agreement, in writing, regarding hours of work, overtime, travel

allowance and other working conditions on a project basis to better enable them to provide service to specific industrial in-plant sites where it is mutually advantageous. Any such Agreement will be in writing between the Local Union having jurisdiction in the area of the project or projects and the Local Construction Association or Trade Association, which is a party to the Trade Appendices of this Collective Agreement.

No such agreement shall be entered into without prior notice to the PEBAL constituent members and the agreement in writing of any Trade Association constituent member whose work is covered by such agreement. No such Agreement shall be entered into that does not include Industry and Training Funds in accordance with the applicable Trade Appendix covering the work, such funds to be paid directly to the applicable Trade Association.

## **ARTICLE 8 - JURISDICTIONAL DISPUTES**

8.01 When a work claim dispute arises between the Local Union and/or Council, which is a party to this Agreement, and any other Union, person or organization, which cannot be settled to the satisfaction of all parties concerned, such dispute shall only be processed as a complaint under Section 99 of the Ontario Labour Relations Act. In the meantime, work will continue as assigned to the Labourers by the Employer unless otherwise directed by the Ontario Labour Relations Board.

## **ARTICLE 9 - RECOGNIZED HOLIDAYS AND VACATIONS**

9.01 All work performed on Sundays and the following recognized holidays shall be paid at double (2x) the regular rate of wages:

- |                    |                  |
|--------------------|------------------|
| (a) New Year's Day | Labour Day       |
| Dominion Day       | Boxing Day       |
| Good Friday        | Thanksgiving Day |
| Victoria Day       | Christmas Day    |
| Civic Holiday      | Family Day       |

Any other Provincially proclaimed statutory holiday

April 28 (Day of Mourning): The parties agree to undertake through the associations to notify employers on or about April 1st of each year to request the following:

(1) Jobsites that have flags will lower their flags to half-mast.

(2) Safety talks (tool box talks) will take place at 11:00 a.m. on April 28 of each year where a moment of silence will be observed.

(b) If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment of holidays.

(c) When any of the above-named holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

## **ARTICLE 10 - PAYMENT OF WAGES**

10.01 Wages shall be paid on the job by direct deposit on Thursdays by no later than 6:00pm. Where payment by direct deposit is impractical or imposes a hardship on either employee or employer, wages shall be paid by cheque on Thursday or by cash on Friday prior to the end of the regular day shift.

10.02 Accompanying each payment of wages shall be a separate statement

identifying both the Employer and the employee, showing regular hours worked, overtime hours worked, the total earnings, pay period and the amount of each deduction and net earnings.

In the event that Direct Deposit is used for payment of wages, the Employer shall provide the above statement to the employee at the end of the regular shift on Thursday.

In the event that the Employer cannot provide the above statement, it shall be forwarded by registered mail within 48 (hours) to the employee's last known address recorded with the Employer unless the employee and Union consent to an alternative method of delivery.

10.03 Any employee who fails to receive his pay on his regular payday shall give notice to his Employer or his representative. If the Employer does not make the payment of wages before 12:00 noon on the following day, the Employer shall pay two (2) hours pay at the applicable straight time hourly rate for each day, including weekends, that the delinquency continues, beginning on the Friday following the regularly scheduled pay day.

10.04 At the time when an employee is laid off or discharged from a job, he shall be paid in full and given possession of all his documents.

10.05 In the event the Employer cannot comply as outlined above, he shall forward by registered mail within forty-eight (48) hours, all monies owing and all documents to which he is entitled to the employee's last known address recorded with the Employer, provided that if the Employer defaults, the employee shall be paid waiting time at straight time rates not to exceed eight (8) hours in any day for each regular working day he is required to wait after the Local Union gives written notice to the Employer and giving him four (4) hours to correct such default.

10.06 When an employee quits, he shall provide the Employer with three (3) days notice. On doing so, he shall be paid all his wages and given possession of all his documents upon termination where practical. On failure to provide three (3) days notice, he shall receive all his wages and documents on the next regular payday.

## ARTICLE 11 - SAFETY, SANITATION AND SHELTER

11.01 The Employer shall provide a proper and adequate place of shelter sufficiently heated and securely locked after the shift in which the employees may eat their lunch and store their clothing. Drinkable water shall be available at all times. Sanitary toilets shall be provided in accordance with the regulations of the *Occupational Health and Safety Act, R.S.O., 1980, c. 321* as amended, the Employer agrees to provide the above facilities before production work commences on the project.

It is agreed that these facilities shall be on or in the vicinity of the working area. Such shelter shall not be used for the storage of material, equipment, and tools, which will render the area, unfit for the eating of lunches, and the storing of clothes. A separate area shall be provided for the storage of tools, equipment and materials.

11.02 (a) In co-operation with the Employer's overall programme of accident control and prevention, the Job Steward may report to the foreman for immediate corrective action, any unsafe conditions, unsafe acts or violation of safety regulations. Safe working conditions are primarily the responsibility of management; therefore, all supervisory personnel shall be made aware of all safety regulations and see that they are carried out.

(b) Except with prior permission, which shall not be unreasonably denied, no personal communication devices such as cell phones, Blackberries, iPods and or similar devices shall be used on the job during working hours. A Job Steward will be allowed the use of such devices as Part of their duties.

11.03 (a) Every employee shall, as a condition of employment, own and wear an approved safety helmet and lining, approved protective footwear and other personal protective equipment required in the normal course of their duties.

(b) Protective equipment and rubber boots with sanitary liners required under abnormal conditions and/or inclement weather shall be supplied, free of cost by the Employer and returned after use. The Employer agrees to replace this equipment upon receiving the worn out article from

the employee.

11.04 Helmets may be supplied by the Employer at no cost or deposit to the employee providing that he returns the helmet on termination of employment.

11.05 A Safety Committee is to be established for each Local Union that is part of this Agreement. The Committee shall be composed of two (2) members of the Local Union and two (2) representatives of the Employer. Safety meetings will be held at least once a month and may be called by either party. A co-ordinating Safety Committee will be established by the Council and three (3) members of the Employer. This Committee shall meet at least quarterly.

11.06 The Employer shall, in compliance with the Workers' Compensation Act, furnish to any workman injured in his employment, who is in need of it, immediate conveyance and transportation to a hospital or to a physician.

11.07 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours, including payment of other benefits provided herein on the day of injury. If he is unable to return to work, he shall be paid his regular wages for any lost time incurred that day due to the injury.

11.08 The vehicles to be used to transport employees will be enclosed and appropriate seating will be provided and all tools will be secured in toolboxes. No materials will be carried in the vehicles in a manner endangering the safety of employees being transported.

11.09 No employee shall be discharged by the Employer because he fails to work in unsafe conditions, which are likely to endanger himself. A refusal by an employee to abide by such safety regulations after being warned may be just cause for dismissal.

11.10 The Employer agrees to compensate employees on proof of loss of

clothing damaged by fire or theft from secured premises on the job site up to an amount of five hundred dollars (\$500.00).

11.11 The Employer will supply non-prescription safety glasses and replace same when damaged to all employees who require them, without cost or deposit to the employee, provided he or she returns the safety glasses on termination.

## **ARTICLE 12 - BUSINESS REPRESENTATIVES AND UNION STEWARDS**

12.01 (a) The Business Manager and/or Business Representative of the Local Union shall have access to all jobs of the Employer during working hours, but in no case shall his visits interfere with the progress of work. When visiting a job, he will first report to the company superintendent or other supervisory personnel of the Employer in charge of the job.

(b) In circumstances where the Employer does not have the authority to allow access, the Employer agrees to make a joint application with the Union to the owner to gain such access prior to the job commencing.

(c) The Local Union representative, when on site, shall abide by all reasonable site regulations, safety and security rules as stipulated in the appropriate safety acts.

12.02 No discrimination shall be shown against any Union Steward for carrying out his duties, but in no case shall his duties interfere with the progress of work. It is agreed that Union Stewards may be appointed on each job of the Employer by a Business Representative of the Local Union who shall notify the job superintendent or other supervisory personnel of the Employer in charge of the job in writing or by facsimile and/or email. A Union Steward shall be one of the last two (2) employees retained on the job by the Employer provided he is competent and capable of performing the remaining work on the job. Where there are two or more Stewards on a job, each Union Steward shall be one of the last two (2) employees retained on the portion of the job or operation for which the Steward was appointed and working provided the Steward is competent and capable of performing the

remaining work on that portion of the job. The Union Steward on each job will be responsible for reporting any disputes to the Employer and the Local Union Representative so that these can be taken up in the proper manner without delay.

The Union Steward shall not be excluded from a gang for overtime work provided he is willing and capable of performing the available work.

12.03 The Local Union shall be notified twenty-four (24) hours before a Steward is to be laid off or transferred.

12.04 A Steward shall be governed by the conditions of the applicable Local Schedule or by this Article, whichever provides greater rights for the Steward.

12.05 When a discipline meeting occurs, an employee has the right to request the presence of a Steward or Union Representative, and if requested, the employer shall attempt to contact a Steward or Union Representative. It is agreed that the absence of such Union Steward or Representative shall not be bar to the application of discipline.

## **ARTICLE 13 - NO STRIKES, NO LOCKOUTS**

13.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that there shall be no strikes or stoppage of work, either complete or partial, and the Employer agrees that during the term of this Agreement, there shall be no lockout.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

14.01 It is the mutual desire of the parties to this Agreement that complaints of employees shall be dealt with as quickly as possible.

14.02 It is understood and agreed that before initiating an individual grievance, the employee shall, in the presence of his Steward or other Union

Representative, if he so wishes, discuss the matter with his foreman and other supervisory personnel of the Employer, giving him an opportunity to deal with that complaint.

14.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

Within ten (10) days after the circumstances giving rise to the grievance occurred or originated (except in the case of a discharge grievance, which shall be presented within five (5) working days), the grievance shall be presented to the company, in writing, and the parties shall meet within five (5) working days in an endeavour to settle the grievance. Written notice of the grievance must be submitted to the Local Association.

Step 2

If a satisfactory settlement is not received within five (5) working days from the meeting in Step 1 above, then the grievance may be submitted to a Committee consisting of two (2) members of the Council and two (2) members of the Employer Bargaining Agency at any time within five (5) days thereafter, but not later.

Step 3

If a satisfactory settlement is not reached within five (5) working days from either meeting above, then the grievance may be submitted to arbitration as provided in this Agreement, any time within ten (10) days thereafter, but not later.

14.04 Grievances dealing with alleged violations of payment for hours of work, rates of pay, overtime, vacation and holiday pay, shift premium, traveling expenses, room and board allowances, reporting allowances and dues may be brought forward within ninety (90) days from the date the circumstances giving rise to the grievance occurred or originated. It being understood and agreed that the above time limits do not apply to grievances concerning welfare and pension contributions, training fund, vacation pay

and union dues, remittances and Employer's Fund which may be brought forward within ninety (90) days from the date the Union became aware of the alleged violation.

14.05 No grievance may be submitted to arbitration, which has not been properly processed through the mandatory stages of the grievance procedure as herein provided. Notwithstanding Article 14.06, the party initiating the grievance may opt to proceed to arbitration under Section 133 of the Act.

14.06 When either party requests that a grievance be submitted to arbitration, the party making the request shall do so in writing to the other party and at the same time, appoint an arbitrator. Within five (5) working days thereafter, the other party shall appoint an arbitrator. The two (2) arbitrators so appointed will meet at their earliest convenience and attempt to select by agreement, a third person who shall act as Chairman of the Arbitration Board. If they are unable to agree on a Chairman within two (2) days, they will then request the Minister of Labour of the Province of Ontario to appoint an impartial Chairman.

14.07 (a) The Arbitration Board shall hear the subject of the grievance, including whether or not the matter is arbitrable, and shall issue a decision, which is binding upon the parties and upon any employee affected by it.

(b) The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

(c) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the Chairman of the Board.

(d) The Board shall not have the power to alter or amend any of the provisions of this Agreement.

14.08 It is understood that the Employer Bargaining Agency, on its own behalf, or on behalf of its member companies, may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a grievance and referred to arbitration in the same way as a grievance of any employee. Such grievances shall be processed in accordance with Article 14.03 of the grievance procedure set out above.

14.09 The Local Union and/or Council may file a grievance when an alleged violation occurs which is of common concern to all or a group of employees in the bargaining unit or when a dispute arises in the application, interpretation or administration of this Agreement. Such grievance is subject to the same time limits as set out in Article 14 and is to be processed in accordance with the provisions of Article 14.03.

14.10 The nature of the grievance, the location of the project involved, the remedy sought and the article or articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance.

14.11 In determining the time which is allowed in the various steps, Saturdays, Sundays and holidays shall be excluded and any time limited may be extended by mutual agreement in writing.

14.12 A party proceeding to arbitration before the Ontario Labour Relations Board under the provisions of Section 133 will send written notice to the Employer Bargaining Agency and the Ontario Provincial District Council of its intent to proceed to final and binding arbitration.

## **ARTICLE 15 - GOVERNMENT LEGISLATION**

15.01 In the event that any of the provisions of this Agreement are found to be in conflict with any valid and applicable Federal or Provincial Law now existing or hereinafter enacted, it is agreed that such Law shall supersede the conflicting provision without in any way affecting the remainder of the Agreement.

## **ARTICLE 16 - REFRESHMENT AND LUNCH BREAK**

16.01 An employee will be allowed to have one paid refreshment break of ten (10) minutes during each half of his working shift.

16.02 Regular day shift employees shall be allowed one-half (1/2) hour lunch break near the midpoint of the shift. It is understood that no employee be required to work more than five(5) consecutive hours without a lunch break.

Where an employee is required to work through his lunch break, he will be paid at the applicable overtime rate for the lunch period and will be allowed one-half (1/2) hour later to eat his lunch.

16.03 Employees requested to work up to two (2) hours overtime shall be provided with a ten (10) minute paid break period prior to the start of overtime work. Where Trade Appendices or Local Union Schedules have conditions, which are better than the above paragraph, they shall remain in effect.

## **ARTICLE 17 - REINSTATEMENT OF EMPLOYEES UPON RETURN FROM INDUSTRIAL ACCIDENT**

17.01 An employee injured in the performance of his duties will resume his former position when medically fit to do so provided his former position was filled by an employee who, subsequent to the time of injury, was hired by the Employer or transferred or otherwise assigned to such position.

An employee, who claims he has been denied employment contrary to this provision, may have recourse to the grievance and arbitration procedures as set out in this Agreement.

17.02 The above shall not apply if the injury is attributable solely to the willful misconduct of the employee.

## ARTICLE 18 - TRUST FUNDS

18.01 (a) The parties hereto agree that the following Trust Funds shall be administered by a Board of Trustees and shall be governed by the respective Trust Agreements.

**Zone I-** Labourers' Pension Fund of Central & Eastern Canada

**Zone II-** L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust

**Zone III-** Individual Local Union Welfare Plan

**Zone IV-** Individual Local Union Vacation Pay Plan

**Zone V-** Labourers' Multi-Local Welfare Trust Fund of Ontario

**Zone VI-** Individual and Multi-Local Union Training Funds

(b) It is further agreed that should a Local Union covered by the terms of this Agreement be desirous of implementing a Jointly Trusteed Welfare Plan, (not including a S.U.B. or Vacation Pay Plan), during the Life Of this Agreement, it may do so provided the total cost of such plan does not exceed the current total negotiated wage package. However, if the Local Association declines in writing to participate, then a Trusteed Welfare Plan can be established unilaterally by the Local Union.

18.02 The parties agree that there shall be reciprocation of health and welfare contributions for employees working outside of their home jurisdiction exclusively through the Labourers' Provincial Reciprocal Agreement made as of May 1, 1982 and any amendments thereto (the "Reciprocal Agreement"). The Employer and Employee bargaining agencies, all affiliated bargaining agents and parties bound to this Agreement shall take all necessary steps to ensure that all health and welfare contributions made under this Collective Agreement continue to be sent to Trust Funds that are party to the Reciprocal Agreement. The parties agree that there shall be no other reciprocal arrangements other than the Reciprocal Agreement for health and welfare contributions, and that any such arrangement is null and void.

18.03 Employer contributions to the funds provided in Article 18.01(a) above shall be either electronically filed or remitted by the fifteenth (15th) day of the month following the month for which contributions are made, together with supporting information entered on a Reporting Form as designated by the Trustees by mutual consent.

18.04 At no time shall Employer contributions due to the funds provided herein be paid directly to the employee.

18.05 In the event an Employer fails to forward or deliver contributions and/or deductions and supporting information in accordance with Article 18.01(a) the Employer shall pay to the Trustees, as liquidated damages And not as a penalty, an amount equal to five percent (5%) of the arrears for each month or part thereof, (which is the equivalent of sixty percent (60%) per annum), from the due date for any delinquent contributions fifteen (15) days in arrears, provided the Employer has received five (5) days' written notice to correct such delinquency and has not done so.

18.06 Each Employer bound by the terms of this Agreement agrees that upon the written authority of the Joint Board of Trustees, of any Jointly Trusteed Benefit Plan to which the Employer is required to make contributions, afford the Trustees of the following:

(a) With reasonable cause, the Trustees may appoint an independent chartered accountant to enter upon the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer contributions to the required Employee Benefit Funds, or, at the option of the Employer, he shall direct his chartered accountant to provide a certified Audited Statement in reply to questions submitted by the Trustees in this regard.

(b) All fees and costs in connection with the Trustee appointed auditors shall be borne by the applicable Trust Fund.

(c) Where an Employer opts to direct his chartered accountant to provide a certified Audited Statement, the cost of such audit shall be borne by said Employer.

18.07 In the event such audit reveals the Employer has failed to remit contributions in accordance with the provisions of this Agreement (save and except technical and/or clerical errors), the Employer shall, within ten (10) days of receipt of written notice from the Joint Board of Trustees, conform with the following:

(i) Remit all outstanding contributions to the administrators of all Trust Funds, plus interest at the rate of five percent (5%) per month on such delinquent sums.

(ii) Complete and remit supporting contributions report forms as required by the Trustees.

18.08 If the Employer does not have any employees in his employ, a Nil Report shall be filed in accordance with the provisions of Article 18.03 above

18.09 (i) In the event an Employer fails to conform with the provisions of Articles 18.06 and 18.07 herein, the Union, on written direction of the Joint Board of Trustees, shall forthwith submit the question to final and binding determination. Should the Local Union fail to promptly submit the question to final and binding determination as directed by the Trustees, then the Trustees may proceed directly to final and binding determination.

(ii) All fees and costs not recoverable in connection with final and binding determination under Article 18.09(i) above shall be borne by the applicable Trust Fund.

18.10 The Employer agrees to remit welfare, pension and vacation pay contributions and all proper deductions in accordance with the provisions of the applicable Schedules provided herein by the fifteenth (15th) day of the month following the month in which the hours were worked.

Notwithstanding anything contained in any other Article, Appendix or Schedule to this Agreement, proposed amendments to the amount of contributions for pension shall first be presented to and will not take effect until approved by the Ontario Provincial District Council.

18.11 All contributions to the Labourers' Pension Fund of Central and Eastern Canada shall be remitted directly and in accordance with the provisions of Article 18.03 hereof to:

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. Box 9002, Lakeshore West PO Oakville, Ontario L6K 0G1

18.12 (i) In the event that a grievance alleging that an Employer has failed to make proper payments to any Trust Fund or party as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply A statement signed by a member of the Union, a business representative a trustor the administrator of a trust fund,

shall be prima facie evidence of the number of hours worked by members of the Union, and of a failure to make the appropriate payments as required by this Agreement.

This evidence shall establish only a rebuttable presumption and may be challenged by the Employer with proper documentary evidence:

(ii) If the Ontario Labour Relations Board or a Board of Arbitration to which a grievance alleging failure to make applicable payments required by this Agreement, determines that an Employer has violated provisions of ARTICLE 18 -, then the Ontario Labour Relations Board or the Board of Arbitration shall also require the Employer to pay all reasonable costs incurred by the Union in prosecuting the grievance, including but not limited to all arbitration and/or Ontario Labour Relations Board fees, legal fees and costs on a solicitor and client basis, travel, meal and accommodations, cost of all witness and Business Representatives, conduct money, costs incurred in serving a summons, any expenses incurred by the Union pursuant to Section 133 of the Ontario Labour Relations Act or otherwise, for the Ontario Labour Relations Board and/or the Board of Arbitration.

18.13 When a delinquent Employer commences business or undertakes a project for the first time in the area of a Local Union, the Local Union may require an Employer to post or secure a letter of credit to cover any delinquencies to the Trust Funds or Administrators as required by this Agreement. The maximum amount of the letter of credit shall be the amount the Employer would be expected to contribute for a four (4) month period.

#### 18.14 Prepaid Legal Services

In the event a Local Joint Board of Trustees opts to establish a Prepaid Legal Services Plan during the life of this Agreement, the parties to this Agreement agree, that upon sixty (60) days of written notice, they will rearrange the total negotiated wage package in the applicable Schedule or Appendix at the time of implementation of the Plan to provide the necessary contributions for funding such Plan.

#### 18.15 Scholarship Fund

In the event that a Local Union opts to establish a deduction for a Scholarship Fund during the term of this agreement on sixty (60) days' notice

to the Employer Association they will rearrange the total negotiated wage package in the applicable Schedule or Appendix at the time of implementation of the Plan to provide the necessary contributions for funding such a Plan.

## **ARTICLE 19 - LIABILITY**

19.01 It is further agreed and understood that no liability shall attach to the Labourers' International Union of North America by reason of any unauthorized act of any employee of the Employer or of any Local Union and/or District Council of official thereof.

## **ARTICLE 20 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT**

20.01 Where a particular clause, article or provision contained within this Collective Agreement works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Local Employer's Group may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of the Local Union Schedule and/or Trade Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment and such Local Agreement shall be ratified by the Employer and Employee Bargaining Agencies.

Where the Local Union and the Local Employers Association agree on a procedure to amend the terms of the Local Schedule and/or Trade Appendix, as it applies to their local area, then that procedure shall be ratified by the Employer and Employee Bargaining Agencies and Articles

20.03 to 20.07 hereunder shall not be applicable to requests for amendment(s) to the Local Schedule and/or Trade Appendix applicable to their local area.

Where a matter referred to under this Article is not resolved between the parties within seven (7) calendar days, the matter may be referred to the Provincial Joint Conference Board ("the PJCB") by either party in accordance with Article 20.02 hereunder.

20.02 Where no agreement is reached between the parties in accordance with Article 20.01, either party may refer the matter to the PJCB. The PJCB shall be made up of six (6) representatives, with three (3) appointed by the Employee Bargaining Agency and three (3) appointed by the Employer Bargaining Agency. Appointments to the PJCB shall be made with regard to the matter in dispute and will not include representatives of the Local Union, Employer Association or Trade Association party to the dispute.

The PJCB shall meet with the parties and attempt to resolve the matter(s) in dispute. The PJCB will have no power to make final and binding determination of the matter(s) in dispute, except where the parties to the dispute mutually agree to authorize the PJCB to make a final and binding determination. Where the PJCB is authorized to make a final and binding determination, the PJCB shall render such a decision based only on unanimous agreement of all members of the PJCB or in the absence of a recorded dissent by a member of the PJCB. Where the matter(s) in dispute is not resolved within seven (7) calendar days, it may be referred in accordance with Article 20.03 hereunder.

20.03 The Employer Bargaining Agency may refer any matter not resolved under the terms of Articles 20.01 or 20.02 to final and binding determinations by an Arbitrator chosen from the appended list of persons who shall be retained by the parties for the duration of the Collective Agreement.

(i.) The Employer Bargaining Agency may propose amendments, which would apply to any of the following:

(a.) The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector or a specified kind of that work.

(b.) The market in which it is performed, which could be work performed for all of the industrial, commercial and institutional sector or a specified market in it.

(c.) The location of the work, which could be work performed in all of the affiliated bargaining agent's geographic jurisdiction or a specified portion of it.

(d.) Amendments with regard to a specific job or project.

(ii.) The Application may seek only amendments that concern the following matters:

(a.) Wages, including overtime and shift differentials.

(b.) Restrictions on the hiring of employees who are members of another affiliated bargaining agent that is in the same Employee Bargaining Agency as that in which the affiliated bargaining agent is a member but who are not members of the affiliated bargaining agent.

(c.) Restrictions on an Employer's ability to select employees who are members of the affiliated bargaining agent.

(d.) Accommodation and travel allowances.

(e.) Hours of work and work schedules.

The Employer Bargaining Agency agrees that it will not refer frivolous or minor claims under this Article.

20.04 The person selected to arbitrate any matter pursuant to Article

20.05 Below shall, at the request of either party, mediate those matters, but in no case shall the time periods in Article 20.05 be exceeded.

20.06 The Employer Bargaining Agency shall submit its final position with regard to amendments to the Collective Agreement, to the Arbitrator, with a copy to the Employee Bargaining Agency, and the Employee Bargaining Agency shall likewise submit its final Proposal for Amendment(if any) to the Collective Agreement to the Arbitrator. The Arbitrator shall, at his or her sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Collective Agreement places the Employer(s) at a competitive disadvantage, the Arbitrator shall choose the Proposal for Amendment to the Collective Agreement, which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by the Employer Bargaining Agency and shall amend the Collective Agreement as proposed. The Arbitrator shall not provide reasons for his or her selection.

The Arbitrator shall select the final proposal, which most achieves the objective of removing the hardship under Article 20.01 and with the least changes to the terms of the Collective Agreement.

20.07 No amendment(s) pursuant to this Article will have application, following the expiry date of this Collective Agreement.

20.08 Where the Employer Bargaining Agency has made a final proposal pursuant to Article 20.05 and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

20.09 The Employer Bargaining Agency agrees to oppose any request or application by any Employer Group or Association to become a Designated Regional Employers Organization under Bill 69, other than the Local Employer Associations and/or Local Trade Associations referred to in and covered by this Collective Agreement.

## **ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE**

21.01 The parties agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

## **ARTICLE 22 - MASONRY CONSTRUCTION**

22.01 Employers engaged in masonry construction, including refractory and acid-resistant work, agree that they will not submit proposals for such work without including the use of Mason Tenders as defined in the Trade Appendix for Masonry Tenders.

In the event that such proposals are questioned or not accepted, the Employer shall notify the Union forthwith and assist the Union to meet with all interested parties to secure the Mason Tenders' work for the members of the Union before the job commences.

The Ontario Masonry Contractors Association agrees that it will advise all refractory contractors of the notice requirements specified in Article 22.01 of the Agreement. In the event an Employer is clearly in violation of the notice requirements in Article 22.01, The Ontario Masonry Contractors Association will not intervene nor provide financial assistance should the Union take legal action against such Employer.

22.02 All Employers acknowledge and agree that refractory and acid-resistant work will be performed in accordance with the refractory provisions of the Trade Appendix for Masonry Tenders and without limiting the generality of the foregoing, Article 3.04, 3.05, 3.06 Article 4 and Article 5, unless refractory conditions are otherwise specified in the Local Union Schedules.

## **ARTICLE 23 - PAY EQUITY**

23.01 The parties agree that there are no female dominated job classes within the bargaining unit and therefore, there are no pay equity adjustments required. This statement is deemed to constitute the Pay Equity Plan for the Employer Bargaining Agency and the Employee Bargaining Agency.

### 23.02 Gender Neutrality

In this Agreement, any references to the masculine gender shall include the feminine gender and references to the feminine gender shall include the masculine gender.

## **ARTICLE 24 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARDS AMENDMENT ACT, 1991**

24.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union of the failure by any Employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program, in compliance with the regulation to the *Employment Standards Amendment Act, 1991*, in relation to the Employee Wage Protection Program.

## **ARTICLE 25 - EMPLOYMENT EQUITY**

25.01 The Employer Bargaining Agency and the Union mutually recognize the need for employment equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an Employment Equity Plan as required by law.

## **ARTICLE 26 - LABOURERS' APPRENTICESHIP PROGRAM (CONSTRUCTION CRAFT WORKER)**

26.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on Local Apprenticeship Committees (LAC) to develop and implement programs and plans of training for work covered by this agreement.

Such programs and plans of training shall be incorporated in their entirety into and form part of the agreement.

## **ARTICLE 27 - DURATION OF AGREEMENT**

27.01 This Agreement shall become effective the 1st day of May, 2019 and shall continue to remain in effect until the 30th day of April, 2022 and shall continue in force biennially thereafter unless either party shall furnish the other with notice of termination, or proposed revision of this Agreement within a period of no more than one hundred and twenty (120) days and not less than thirty (30) days before the 30th day of April 2022, or in a like period in any biennial year thereafter and the parties shall convene a meeting within fifteen (15) days and bargain in good faith to endeavor to reach an agreement.

On Behalf of the Union:



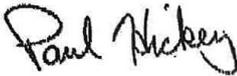
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Joseph S. Mancinelli  
Labourers' International Union  
of North America



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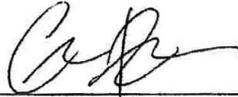
Jack Oliveira  
Labourers' International Union of  
North America, Ontario Provincial  
District Council



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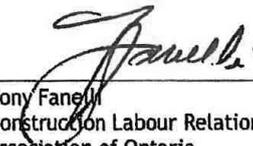
Paul Hickey  
Labourers' International Union of  
North America, Ontario Provincial  
District Council

On behalf of the Employer Bargaining Agency:



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Chris Robinson  
Provincial Employer Bargaining Agency -  
Labourers (PEBAL)



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Tony Fanello  
Construction Labour Relations  
Association of Ontario



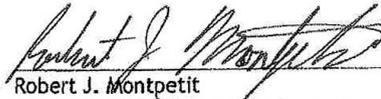
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David Stubbs  
Ontario Masonry Contractors Association



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Jason Campbell  
Industrial Contractors Association of Canada



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Robert J. Montpetit  
Waterproofing Contractors Association of Ontario



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Geoff Kinney  
Cement Finishing Labour Relations Association



# LABOURERS' PROVINCIAL ICI COLLECTIVE AGREEMENT

B E T W E E N :

THE LABOURERS' EMPLOYER BARGAINING AGENCY

- AND -

THE LABOURERS' EMPLOYEE BARGAINING AGENCY

## LETTER OF UNDERSTANDING

**WHERE AS** the Parties have made changes to Article 2.05 of the Master Portion;

**AND WHEREAS** the Parties did not intend those changes to prevent owners or general contractors from using subcontractors that are bound to the Labourers' Provincial Demolition, Provincial Precast or Provincial Concrete Sawcutting and Drilling , and the Provincial Civil or Local Heavy Civil and/or Road agreements;

**NOW THEREFORE** the Parties agree:

1. The employer may engage contractors or subcontractors that are bound to the following agreements for work that falls in the industrial, commercial land institutional sector of the construction industry.

(a) The Labourers' Provincial Demolition Agreement, being a collective agreement between the Ontario Association of Demolition Contractors Inc. and the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council;

(b) The Labourers Provincial Precast Agreement being a collective agreement between the Ontario Precast Concrete Manufacturing Association and the Labourers' International Union of North America and the Labourers'

International Union of North America, Ontario Provincial District Council;

(c) The Labourers' Provincial Sawcutting and Drilling Agreement being a collective agreement between the Concrete Sawing and Drilling Association Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council.

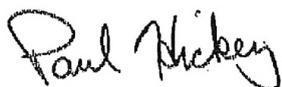
(d) The Labourers' Provincial Civil Agreement or applicable Local Heavy Civil and/or Roads Agreement.

And any such contract or subcontract shall be deemed not to violate Article 2.05 of the Master portion of the Labourers' Provincial ICI Collective Agreement.

Dated in the City of Toronto, Ontario, this 5th day of May 2019 .

By:  \_\_\_\_\_  
Employer Bargaining Agency  
Tony Fanelli

  
By: \_\_\_\_\_  
Employee Bargaining Agency  
Jack Oliveira

  
By: \_\_\_\_\_  
Paul Hickey

## SCHEDULE "A"

### **Labourers' International Union of North America**

#### **Central and Eastern Canada Regional Office**

44 Hughson Street South

Phone: (905) 522-7177

Hamilton, Ontario L8N 2A7

Fax: (905) 522-9310

Regional Manager: Joseph Mancinelli

### **Labourers' International Union of North America,**

#### **Ontario Provincial District Council**

1315 North Service Rd. East

Phone: (289) 291-3678

7th Floor, Suite 701 Oakville, ON L6H 1A7

Fax: (289) 291-1120

Business Manager: Jack Oliveira

### **Labourers' International Union of North America, Local 183**

1263 Wilson Avenue, Suite 200

Phone: (416) 241-1183

Toronto, Ontario M3M 3G3

Fax: (416) 241-9845

Business Manager: Jack Oliveira

### **Labourers' International Union of North America, Local 183**

#### **(Eastern Office)**

P.O.Box 156, 560 Dodge Street,

Phone: (905) 372-1183

Cobourg, Ontario K9A 4K5

Fax: (905) 372-7488

Business Manager: Jack Oliveira

### **Labourers' International Union of North America, Local 183 (Kingston)**

145 Dalton Avenue, Suite 1

Phone: (613) 542-5950

Kingston, Ontario K7K 6C2

Fax: (613) 542-2781

Business Manager: Jack Oliveira

### **Labourers' International Union of North America, Local 493**

584 Clinton Ave.

Phone: (705) 674-2515

Sudbury, Ontario P3B 2T2

Fax: (705) 674-6728

Business Manager: Mike Ryan

**Labourers' International Union of North America, Local 506**

3750 Chesswood Drive Phone: (416) 638-0506  
Toronto, Ontario M3J 2W6 Fax: (416) 638-1334  
Business Manager: Carmen Principato

**Labourers' International Union of North America, Local 527**

6 Corvus Court Phone: (613) 521-6565  
Ottawa, Ontario K2E 7Z4 Fax: (613) 521-6580  
Business Manager: Luigi Carrozzi

**Labourers' International Union of North America, Local 607**

730 Balmoral Street Phone: (807) 622-0607  
Thunder Bay, Ontario P7C 5V3 Fax: (807) 622-0454  
Business Manager: Terry Varga

**Labourers' International Union of North America, Local 625**

2155 Fasan Drive Phone: (519) 737-0373  
Oldcastle, Ontario NOR 1L0 Fax: (519) 737-0380  
Business Manager: Robert Petroni  
The Counties of Essex and Chatham Kent.

**Labourers' International Union of North America, Local 1036**

395 Korah Road Phone: (705) 942-1036  
Sault Ste. Marie, Ontario P6C 4H5 Fax: (705) 942-1015  
Business Manager: Wayne Scott

**Labourers' International Union of North America, Local 837**

44 Hughson Street South Phone: (905) 529-1116  
Hamilton, Ontario L8N 2A7 Fax: (905) 529-2723  
Business Manager: Manuel Bastos  
Niagara Phone: (905) 227-1837

**Labourers' International Union of North America, Local 837 (Cambridge)**

330 Industrial Road

Phone: (519) 653-3333

Cambridge, Ontario M3H 4R7

Fax: (519) 653-8086

Business Manager: Manuel Bastos

**Labourers' International Union of North America, Local 1059**

635 Wilton Grove Rd

Phone: (519) 455-8083

London, Ontario N6N 1N7

Fax: (519) 455-0712

Business Manager: Brandon MacKinnon

**Labourers' International Union of North America, Local 1089**

1255 Confederation Street

Phone: (519) 332-1089

Sarnia, Ontario N7S 4M7

Fax: (519) 332-6378

Business Manager: Mike Maitland

## **SCHEDULE “B” GEOGRAPHIC REGIONS**

### **Universal Workers Union Local 183 (OLRB Area No. 8)**

Metropolitan Toronto, the Counties of York and Peel, the Township of Esquesing, and the Towns of Oakville and Milton in the County of Halton, and the Township of Pickering in the County of Ontario and the County of Simcoe.  
Universal Workers Union Local 183 (Eastern Region)

The Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running from Lake Ontario to Rice Lake, including Cramahe, Percy, Seymore, Brighton and Murray Township. The County of Ontario (with the exception of part of Pickering Township on a line running from the south of Lake Ontario to the north at the third concession on Pickering Beach Road) and including all towns and townships therein; namely, the Town of Whitby, Whitby Township, Uxbridge and Uxbridge Township, Scott, Reach, Brock, the Town of Port Darlington, Cartwright, Clark, Manvers, Hope and Caven Townships and the Town of Bowmanville, Newcastle, Port Hope and Millbrook. The County of Northumberland including Hamilton, Haldimand, Alnwick Townships, the Towns of Cobourg, Grafton and Baltimore, District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe.

### **Labourers’ International Union of North America, Local 183 Kingston**

**[Employer and Employee Bargaining Agencies to meet after the conclusion of bargaining to discuss and attempt to agree on resolution.]**

**Zone I-** the Counties of Lennox, Addington, Frontenac;

**Zone II-** the County of Leeds;

**Zone III-** the County of Prince Edward and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow, Murray, Trenton, Tyendinaga, Woolaston, Limerick and Cashel in the County of Hastings;

**Zone IV-** Bancroft (the Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Danganon and Mayo in the County of Hastings). Area 29 is the Counties of Lennox, Addington, Frontenac and Leeds. Area 12 is Prince Edward County and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sydney, Thurlow and Tyendinaga in the County of Hastings. The Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Danganon, Mayo, Wollaston, Limerick and Cashel being all of Hastings County outside Area 12.

**Labourers' International Union of North America, Local 493**

The District of Sudbury, Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th Parallel, including an eighty (80) kilometre radius of the Timmins Federal Building, (including the portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau), Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.

**Labourers' International Union of North America, Local 506**

Board Area 8, being the Municipality of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing and the Towns of Ajax and Pickering in the Regional Municipality of Durham and the County of Simcoe, Wellington and Dufferin, excluding the Townships of Rama, Mara and Thorah.

**Labourers' International Union of North America, Local 527**

The Regional Municipality of Ottawa-Carleton and the County of Russell, the Counties of Grenville, Dundas, Lanark, Prescott, Stormont, Glengarry, Renfrew and the geographic Townships of North Crosby, South Crosby, Bastard, Kitley and Elizabethtown in the County of Leeds.

**Labourers' International Union of North America, Local 607**

The Districts of: Kenora, including the Patricia portion; Rainy River; Thunder Bay; and that part of the District of Cochrane which lies north of the forty-ninth (49th) parallel of latitude and is not in Ontario Labour Relations Board Area No. 19.

**Labourers' International Union of North America, Local 625**

The Counties of Essex and Chatham Kent.

**Labourers' International Union of North America, Local 837**

The County of Wentworth and that portion of Halton County west of Highway 25, extended in a straight line to the Queen Elizabeth Way. For that portion south of the Queen Elizabeth Way the property line dividing the Petro-Canada and Shell Oil refineries in the County of Halton, and Board Area 5; namely, the Counties of Lincoln, Welland and Haldimand, Simcoe and Waterloo.

**Labourers' International Union of North America, Local 1036**

The District of Algoma including that portion of the District of Algoma which lies north of the 49th parallel of latitude and which is not within the Ontario Labour Relations Board Area 21.

**Labourers' International Union of North America, Local 1059**

The Counties of Middlesex, Huron, Bruce, Perth, Oxford, Elgin and Grey, recognized as Ontario Labour Relations Board Area 3.

**Labourers' International Union of North America, Local 1081**

The Counties of Waterloo, Wellington, Dufferin, Grey, Norfolk and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27 and 28.

**Labourers' International Union of North America, Local 1089**

The County of Lambton.

## SCHEDULE "C"

The following organizations comprise the "Provincial Employer Bargaining Agency - Labourers" as designated by the Minister of Labour - Ontario:

### **CEMENTFINISHING LABOUR RELATIONS ASSOCIATION**

RPO Dundas Neyagawa  
PO Box30051  
Oakville, Ontario L6H 7L8  
Attention: Mr. Geoff Kinney

Phone: (289) 837-1627  
Fax: (416) 981-3913

### **CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF ONTARIO**

6299 Airport Road, Suite 303  
Mississauga, Ontario L4V 1N3  
Attention: Mr. Tony Fanelli

Phone: (905) 671-0888  
Fax: (905) 671-8212

### **INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA**

c/oLabourers Employer Bargaining Agency  
6299 Airport Road, Suite 303  
Mississauga, Ontario L7M 1T4  
Attention: Mr. Tony Fanelli

Phone: (905) 671-0888  
Fax: (905) 671-8212

### **ONTARIO MASONRY CONTRACTORS ASSOCIATION**

360 Superior Blvd.  
Mississauga, Ontario L5T 2N7  
Attention: Mr. David Stubbs

Phone: (905) 564-6622  
Fax: (905) 564-5744

### **WATERPROOFING CONTRACTORS ASSOCIATION OF ONTARIO**

70 Leek Crescent  
Richmond Hill, Ontario L4B 1H1  
Attention: Mr. Robert J. Montpetit

Phone: (416) 499-4000  
Fax: (416) 499-8752

## SCHEDULE "D"

This Schedule will set out the name, address and the contributing payment of all Trust Funds.

### **Pension:**

For all Local Unions other than Local 625, make cheque payable to:  
The Labourers' Pension Fund of Central and Eastern Canada and shall be remitted directly to:

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. Box 9002, Lakeshore West PO Oakville, Ontario L6K 0G1

### **Tri-Fund:**

For all Local Unions other than Local 625, make cheque payable to the Canadian Tri-Fund and shall be remitted directly to:

The Labourers' Pension Fund of Central and Eastern Canada  
P.O. Box 9002, Lakeshore West PO  
Oakville, Ontario L6K 0G1

### **LOCAL 625:**

All Pension, Tri-Fund, OPDC Dues and Industry Fund remittances are to be sent to Local 625. Local 625 will disburse the contributions to the appropriate Funds.

## Welfare, Training, Vacation and Holiday Pay & Other Contributions:

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 183 (Toronto)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste.205 Toronto, ON M3M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 (Oshawa)	Local 183 Trust Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave., Ste.205 Toronto, ON M3M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 (Kingston)	Local 183 Administration	Local 183 Benefit Plan Administrators Limited 1263 Wilson Ave. Ste.205 Toronto, ON M3M 3G2	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 Local Fund 1	Local 183 Local Fund 1	c/o Local 183, 1263 Wilson Ave., Ste. 200 Toronto, ON M3M 3G3	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 183 Kingston	Local 183 Training and Rehabilitation Fund		
Local 493 Welfare, Scholarship Supplementary Pension Organizing Fund and Training	LIUNA Local 493	584 Clinton Avenue Sudbury, ON P3B 2T2	Tel: 705-674-2515 Fax: 705-674-6728
Local 506	Trustees of Labourers' Union Local 506 (Construction Division) Employee Benefit Trust	c/o Benefit Plan Administrators Limited c/o Local 506 3750 Chesswood Drive Suite 1 Toronto, ON M3J 2W6	Tel: (416) 240-7480 Fax:(416) 240-7488
Local 527	LIUNA Local 527 Benefit, Health and Safety Trust Funds	c/o LIUNA Local 527 6Corvus Court Ottawa, ON K2E 7Z4	Tel: (613) 521-6565 Fax:(613) 521-6580

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 607	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Cres. S., Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464
Local 607 - Training	Construction and Allied Workers Local Union 607 Training and Education Fund	c/o LIUNA Local 607 730 Balmoral Street Thunder Bay, ON P7C 5V3	Tel: (807) 622-0607 Fax:(807) 622-0454
Local 625	Trustees of the L.I.U.N.A. Ontario Participating Locals 1981 Benefit Trust	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	Tel: (519) 737-0373 Fax:(519) 737-0380
Local 625 Funds	Labourers' Local 625 Funds	c/o LIUNA Local 625 2155 Fasan Drive Oldcastle, ON N0R 1L0	Tel: (519) 737-0373 Fax:(519) 737-0380
Local 837	LIUNA Local 837 Welfare Fund	All remittances to:  c/o LIUNALocal837	Tel: (905) 529-1116 Fax:(905) 529-2723
Local 837 - Training	Labourers' Local 837 Training Trust	44 Hughson St. South, Hamilton, ON L8N 2A7	
Local 837 - Vacation with Pay	Local 837 (Hamilton) Vacation Pay Trust Fund		
Local 1036	Labourers' Local 1036 Employee Benefit Trust Fund- The Labourers' Multi-Local Welfare Trust Fund of Ontario	c/o Global Benefit Plan Consultants Inc. Inc. 88 St. Regis Crescent South Toronto, ON M3J 1Y8	Tel: (416) 932-1100 Fax:(416) 932-1177
Local 1036 - Training	Labourers' Local 1036 Training Fund	c/o Labourers' Pension Fund of C & E Canada P.O. Box 9002, Lakeshore West PO Oakville, ON L6K 0G1	

<b>Local Union:</b>	<b>Payable to:</b>	<b>Mail to:</b>	<b>Phone/Fax:</b>
Local 1059	LIUNA Local 1059 Benefit Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Cres. S., Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464
Local 1059 - Training	LIUNA Local 1059 Training Trust Fund	c/o LIUNA Local 1059 56 Firestone Blvd. London, ON N5W 5L4	Tel: (519) 455-8083 Fax:(519) 455-0712
Local 1059 - GRRSP	Local 1059 GRRSP Fund	Or designated alternative with 60 days written notice by Local 1059	
Local 506 (OLRB Areas 7 & 27)	The Labourers' Multi-Local Welfare Trust Fund	c/o Global Benefit Plan Consultants Inc. 88 St. Regis Cres. S., Toronto, ON M3J 1Y8	Tel: (416) 635-6000 Fax:(416) 635-6464
Local 1089	Labourers' Local 1089 (Sarnia) Benefit Trust Fund	All remittances to:  c/o LIUNA Local 1089 1255 Confederation Street Sarnia, ON N7S 4M7	Tel: (519) 332-1089 Fax:(519) 332-6378
Local 1089 - GRSP	Labourers' Local 1089 G.R.S.P. Fund		
Local 1089 - Training	The Administrator of Local 1089 Training Fund		

## SCHEDULE "E"

### **Subject to Article 2.06 - Work Claimed But Not Limited To:**

Excavation and site clearing for all buildings and associated work including the non-mechanical digging, backfilling and grading of trenches and foundations and compacting. Digging, piling, cutting and placing of lagging, sheeting, cribbing, bracing, anchor shoring, anchor installation and propping of foundations including torch cutting, splicing and the welding of all work, holes and caissons. Pulling, extracting or salvage of piling, capping of piling. Installation of tie backs, which shall include cutting, placing, fastening, grouting and stressing of strand or tie back systems. All drilling, blasting, jackhammering and handling of all power and associated work. Pumps 6" diameter and under for water control. Concrete polishing (e.g. retro plate), aerated flooring (e.g. cupolex), insulated concrete foam blocks system (e.g. formtech), modular bracing (e.g. plumwall)

Installation of wire mesh, the installation and application of fibres in concrete, installation of concrete including placing and operation of nozzle hoses, hoppers, chutes, rigging for walls, foundations, mixing, handling, conveying, pouring, pumping, vibrating, gunniting, finishing, smoothing or otherwise applying and finishing concrete ceilings or vertical surfaces whether done by hand or any other process. The drying of plaster, concrete, mortar or other aggregate and the handling of temporary heating equipment. The installation of dry packing, caulking, grouting, chemical compounds including thycol and other rubber compounds. The work in connection with setup, operation, clean up and dismantling of diamond or carbide core drilling bits, concrete core drilling bits, concrete core drilling machines, concrete saws and boring of holes in concrete.

The aging and curing of concrete, mortar and other materials including epoxies applied to walls, ceilings and foundations of buildings and structures or other similar surfaces by means of any equipment, mode or method. The cleaning, sandblasting, brushing, rubbing of all concrete or masonry including chipping, bush hammering, grinding, patching whether done by air, gas, electric machine, water pressure or laser.

The work involved in the installation of all post-tensioning or prestressing systems on building or other structures, soil drilling and sampling

of all types. All phases of on-site erection, finishing and caulking of precast concrete products and similar products including outslulation.

Grouting of precast concrete products.

Formwork: Formwork with respect to hard landscaping.

Form removal: Once the reusable form panels have been released by loosening of the hardware, the removing, cleaning, oiling application or releasing agents and carrying to the next point of erection of all materials and panels, including flying forms, as well as the stripping of forms which are not to be reused and of forms on all flat arch work.

Cleaning and clearing of all debris including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction areas. The clean up of all work areas.

The erection, dismantling and moving of tubular metal scaffolding subject to a Local Agreement, if any with other trades. The dismantling of temporary weather protection. The placing and removal of temporary snow and wire fencing and loose barricades.

Tenders tending masons, plasterers and carpenters. Tending shall include but not be limited to the preparation of materials and the handling and conveying of materials. Demolition work, debris handlers, dumpmen, watchmen, guards, flagmen, material checkers, storekeepers, tool crib attendants and yardmen, sewers, watermains, drains and the building and installation of manholes and catch basins.

Water lances and breakers, wiresaws, jackleg drills and concrete panel systems including the roycet system and precast trenching.

Propane fuelled equipment (torches, heaters, etc.), subject to government licensing requirements.

All Labourers' work involved in restoration, renovation, rigging and the clean up of hazardous material or hazardous waste.

## **SCHEDULE "F"**

The employer agrees to engage only subcontractors who are in contractual relations with the Union and/or its affiliated bargaining agents or the OPCMIA Local 598 for waterproofing and cement finishing work.

**TRADE APPENDIX FOR MASONRY TENDERS  
BETWEEN:**

***Ontario Masonry Contractors' Association***

**- and -**

***Labourers' International Union of North America, and  
Labourers' International Union of North America,  
Ontario Provincial District Council***

forming an integral part of the Collective Agreement between:

***Construction Labour Relations Association of Ontario;  
Ontario Masonry Contractors Association;  
Industrial Contractors Association of Canada;  
Waterproofing Contractors Association of Ontario;  
Cement Finishing Labour Relations Association***

(hereinafter called the "Employer Bargaining Agency" or "E.B.A.")

OF THE FIRST PART

**- and -**

***Labourers' International Union of North America,  
Labourers' International Union of North America,  
Ontario Provincial District Council, on behalf of its  
affiliated Local Unions 183, 493, 506, 527,  
607, 625, 837, 1036, 1059 and 1089;***

(hereinafter called the "Union")

OF THE SECOND PART

## ARTICLE 1 - RECOGNITION AND SUB-CONTRACTING

1.01 The members of the Ontario Masonry Contractors' Association, as outlined in ARTICLE 17 - of this Appendix, and such other Employers who are or become bound to this Collective Agreement hereinafter referred to jointly and severally as the "Employer", recognize the Union as the exclusive Employee Bargaining Agency for mason tenders in the employ of the Employer while performing work outlined in ARTICLE 2 - and classified under Schedule 'A' of this Appendix in the Province of Ontario in the areas outlined in Schedule 'B' of the Master Portion of the Agreement and agree to be bound by the terms and conditions as set out in this Appendix. This Appendix applies to all Employers that perform work outlined in Article 2 and/or Schedule A.

1.02 The administration of this Appendix shall be the sole and exclusive function of the Ontario Masonry Contractors' Association, including the processing of all grievances and finalization thereof in accordance with Article 14 of the Master Portion of this Agreement.

1.03 Where a conflict arises between this Appendix and the general clauses in the Master Agreement or Local Schedules, this Appendix shall prevail in all instances with respect to any employees/Employers covered under Article 1.01 above.

1.04 (a) An individual Employer desirous of contracting and/or sub-contracting any work encompassing the skills of a mason tender as described in Article 2, shall only sub-contract such

work to a sub- contractor for whom the Union holds bargaining rights

(b) For the purposes of greater clarity it shall be a violation of the provisions of Article 1.04 if an Employer subcontracts work to an individual union member, purporting to perform services as an Independent .

Operator or Contractor, performing work of a mason tender as defined in the provision of Article 2 – Work Jurisdiction. Any such violation shall be subject to damages in the amount of each man-hour of work performed at the full wage package under the Collective Agreement. The Employer Association and/or the Union will have the ability to require an individual Employer to produce pay stubs, any T5018 issued to them, and

their most recent T4 (“Pay Records”) of named employees for a period of up to six (6) months. Such Pay Records must be produced within fifteen (15) days of such request in writing. It is further agreed that the auditing provisions of Article 13.07 may be relied upon for a violation of this nature. The Employer Association agrees that it will not act to represent or defend such violations by an individual Employer.

(c) For the purposes of clarity, no member of the Union shall perform any work in the ICI Sector except in accordance with all the terms and conditions of this Collective Agreement.

1.05 Employers shall report, in writing, all new projects of 5 days or greater duration prior to commencement to the Local Union and OMCA.

1.06 Employers engaged in masonry construction, including refractory and acid-resistant work, agree that they will not submit proposals for such work without including the use of Mason Tenders as defined in the Trade Appendix for Masonry Tenders.

In the event that such proposals are questioned or not accepted, the Employer shall notify the Union forthwith and assist the Union to meet with all interested parties to secure the Mason Tenders’ work for the members of the Union before the job commences.

The Ontario Masonry Contractors’ Association agrees that it will advise all refractory contractors of the notice requirements specified in Article 1.05 of the Agreement. In the event an Employer is clearly in violation of the notice requirements in Article 1.05, The Ontario Masonry Contractors’ Association will not intervene nor provide financial assistance should the Union take legal action against such Employer.

All Employers acknowledge and agree that refractory and acid-resistant work will be performed in accordance with the refractory provisions of the Trade Appendix for Masonry Tenders and without limiting the generality of the foregoing, Article, 3.05, 3.06, 3.07, 3.08, Article 4 and Article 5.

1.07 Employees covered by this Trade Appendix shall only provide service on an hourly rated basis as defined in Schedule B. For the purposes of greater clarity, any member of the Union found to be carrying on or performing mason tender work as defined in Article 2 – Work Jurisdiction, as an independent Contractor or Operator, shall constitute a violation of this Article 1.07.

1.08 All grievances filed by the Union impacting a Masonry contractor and/or citing a violation of this Appendix shall be copied to the OMCA and any referral to arbitration shall be provided to the OMCA at the time of referral, naming the OMCA as an interested party.

## **ARTICLE 2 - WORK JURISDICTION**

2.01 The Employer recognizes the Union work jurisdiction shall include that work which has been historically or traditionally or contractually assigned to members of the Labourers' International Union of North America in the tending of Masons including, but not limited to, unloading, mixing, handling and conveying of all materials used by Masons, including refractory by any mode or method; all work involved in the tear out of refractory materials up to the point of any required tooting; including the use of skid steer loaders and remote controlled Brokk type equipment; the unloading, erecting, dismantling, moving and adjustment of all types of scaffolding; all work in connection with the fabrication and installation of weather protection including final fastening; and the construction and dismantling of grout and castable formwork; the starting, stopping, fuelling, oiling, cleaning, operating and maintenance of all mixers, compressors, mortar pumps, concrete and grout pumps, fork lifts, man and/or material lifts including, but not limited to scissor lifts, zoom boom, telescopic or otherwise, platforms, tuggers and other devices under the direction of the Employer or his representative and application of waterproofing.

## ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 The normal hours of work shall be forty-two and one-half (42 1/2) hours per week, Monday to Friday inclusive for all areas of this Agreement. The standard working day for employees shall be not more than eight and one-half (8 1/2) hours per day, between 7:30 a.m. and 5:00 p.m. The starting time may vary up to one (1) hour by mutual agreement of the parties operating under this Appendix.

3.02 Any work performed outside or in addition to the standard hours outlined above shall be deemed overtime and overtime premium shall be paid at the rate of one and one-half times (1 1/2x) for the first two (2) hours in excess of the normal day and double time(2x) for all additional hours worked. All work performed on Saturday, Sunday and holidays shall be paid at double time (2x) the regular rate. This overtime provision shall apply to shift work on masonry only. Refractory overtime shall be paid in accordance with Sections 3.04 and 3.05.

3.03 The Employer shall have the right, after notice to the Union, to vary the regular working hours as set out in 3.01 above, to provide for eight (8) hours per day, Monday to Friday inclusive.

### 3.04 Inclement Weather Make-up Time

By mutual consent of the Local Union and the affected Employer, should inclement weather cause employees on a project to lose eight and a half (8 1/2) hours or more during a Monday to Friday regular work week, then Saturday may be worked as make-up time, at straight time rates. Employees working on Saturday shall not work in excess of the regular work week hours on a Monday to Saturday basis. If the Employee works over the number of hours of a regular work week the overtime rates shall apply to the excess hours. It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make-up time shall not be subject to disciplinary action or layoff.

This article shall not apply to Local 183 East and Local 183 Kingston.

### 3.04 (a) Refractory Hours of Work Schedule

Covering: Local 183 - Peterborough & Oshawa; Local 183 - Kingston; Local 506 - Toronto; Local 527 - Ottawa; Local 625 - Windsor & Chatham; Local 837 - Hamilton; Local 1059 - London;

							<b>HOURS TO BE PAID</b>				
Working Period	Starting Time	Work Break	Lunch Break	Work Break	Work Break	Finish Work	Actual Hours Worked	Mon. to Thurs.	Friday	Sat/Sun before Holiday	Sunday or Holiday
Regular Hours	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm		4:30 pm	8	8	8	16	16
<b>TWO SHIFT OPERATION</b>											
1st - 12 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm	6:20-6:30 pm	8:00 pm	11 1/2	14	14	23	23
2nd - 12 hr. shift	8:00 pm	10:00-10:10 pm	12:00- 12:30 am	2:30-2:40 am	6:20-6:30 am	8:00 am	11 1/2	15	20	24	19
1st-10hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm	4:20-4:30 pm	6:30 pm	10	11	11	20	20
2nd-10hr. shift	8:00 pm	10:00-10:10 pm	12:00- 12:30 am	2:30-2:40 am	4:30-4:40 am	6:30 am	10	12	17	21	15
1st - 9 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm		5:30 pm	9	9 1/2	9 1/2	18	18
2nd - 9 hr. shift	5:30 pm	7:30 - 7:40 pm	9:30- 10:00 pm	12:00-12:10 am		3:00 am	9	10 1/2	13	19	16
1st - 8 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30- 2:40 pm		4:30 pm	8	8	8	16	16
2nd - 8 hr. shift	4:30 pm	6:30 - 6:40 pm	8:30 - 9:00 pm	11:00-11:10 pm		1:00 am	8	9	10	17	16
<b>THREE SHIFT OPERATION</b>											
1st shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm		4:00 pm	7 1/2	8	8	16	
2nd shift	4:00 pm	6:00 - 6:10 pm	8:00- 8:30 pm	10:30-10:40 pm		12:00 am	7 1/2	9	9	17	
3rd shift	12:00 am	2:00 - 2:10 am	4:00- 4:30 am	6:30-6:40 am		8:00 am	7 1/2	9	17	17	

Meaning: "Firebrick, Acid Resistant Structural Materials, Carbon, Graphite Materials, Gunite, Acid Resistant Tar Impregnated Brick and all other Refractory Materials."

(b) Starting time, work break or lunch break may be adjusted by mutual agreement.

(c) Also to include a hot meal where over ten (10) hour shifts are worked. Time of meal to be arranged by mutual agreement.

(d) Saturday premiums start at 12:01 a.m. and Sundays' end at 11:59 p.m. Any work done between 12:01 a.m. Saturday and 11:59 p.m. Sunday, will be paid at the rate of double time (2x).

(e) Holidays as named in Article 7 will commence at 12:01 a.m. and continue for twenty-four (24) hours on the calendar day on which it occurs and paid in accordance with Article 7- Recognized Holidays.

(f) The columns headed "Hours to be Paid" do not reflect the correct number of hours in the event that any of the hours worked on any shift fall into a Saturday, Sunday or Holiday.

3.05 (a) Refractory Hours of Work Schedule

Covering: Local 493 - Sudbury; Local 607 - Thunder Bay; Local 1036 - Sault Ste. Marie;

Meaning: "Firebrick, Acid Resistant Structural Materials, Carbon, Graphite Materials, Gunite, Acid Resistant Tar Impregnated Brick and all other Refractory Materials."

Working Period	Starting Time	Work Break	Lunch Break	Work Break	Work Break	HOURS TO BE PAID				
						Finish Work	Actual Hours Worked	Hours to be Paid	Sat. & Sunday	
Regular Hours	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm		4:30 pm	8	8	16	
<b>TWO SHIFT OPERATION</b>										
1st - 12 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm *	6:20-6:30 pm	8:00 pm	11	16	24	
2nd- 12 hr. shift	8:00 pm	10:00-10:10 pm	12:00- 12:30 am	2:30-2:40 am *	6:20-6:30 am	8:00 am	11	17	25	
1st - 10 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm	4:20-4:30 pm	6:30 pm	10	12	20	
2nd- 10 hr. shift	8:00 pm	10:00-10:10 pm	12:00- 12:30 am	2:30-2:40 am	4:20-4:30 am	6:30 am	10	13	21	
1st - 9 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm		5:30 pm	9	10	18	
2nd - 9 hr. shift	5:30 pm	7:30 - 7:40 pm	9:30- 10:00 pm	12:00-12:10 am		3:00 am	9	11	19	
1st - 8 hr. shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30- 2:40 pm		4:30 pm	8	8	16	
2nd - 8 hr. shift	4:30 pm	6:30 - 6:40 pm	8:30 - 9:00 pm	11:00-11:10 pm		1:00 am	8	9	17	
<b>THREE SHIFT OPERATION</b>										
1st shift	8:00 am	10:00-10:10 am	12:00- 12:30 pm	2:30-2:40 pm		4:00 pm	7 1/2	8	15	
2nd shift	4:00 pm	6:00 - 6:10 pm	8:00- 8:30 pm	10:30-10:40 pm		12:00 am	7 1/2	9	16	
3rd shift	12:00 am	2:00 - 2:10 am	4:00- 4:30 am	6:30-6:40 am		8:00 am	7 1/2	9	16	

(b) All overtime on the regular hours of work shall be paid at the rate of double time (2x) the applicable refractory rates.

(c) Starting time, work break or lunch break may be adjusted by mutual agreement.

(d) Also to include a hot meal where over ten (10) hour shifts are worked. Time of meal to be arranged by mutual agreement.

(e) Saturday premiums start at 12:01 a.m. and Sundays' end at 11:59 p.m. Any work done between 12:01 a.m. Saturday and 11:59 p.m. Sunday, will be paid at the rate of double time (2x).

(f) Holidays as named in Article 7 will commence at 12:01 a.m. and continue for twenty-four (24) hours on the calendar day on which it occurs and paid in accordance with Article 7- Recognized Holidays

### 3.06 For Local 607 - Thunder Bay only

For Local 607, Thunder Bay, and on paper mills only, time and one-half (1 1/2x) shall be paid for all work performed on swing stages or suspended scaffolds fifty (50) feet in height or over.

## ARTICLE 4 - REFRACTORY CONDITIONS

4.01 For all tear out work, gloves and coveralls shall be provided for by the Employer. As warranted when graphite, carbon, acid, tar impregnated brick, gunite work, coveralls and gloves shall be provided by the Employer and such clothing shall remain the property of the Employer.

In the event that work boots are damaged by heat on the job site, the Employers will reimburse the employee for the cost of the workboots.

4.02 The Employer agrees to provide clean hot and cold water, soap and clean individual paper towels and provide sufficient time to wash up. Such facilities described herein shall be provided at commencement of the appropriate work herein.

4.03 Where dust conditions prevail, adequate ventilation will be provided, and employees will be provided with proper respiratory equipment.

4.04 A fifteen cent (\$0.15) per hour premium shall be paid for refractory work in addition to the premiums provided for in Schedule 'A'.

4.05 All current refractory conditions from the Local 1089 Schedule will be placed in this Appendix.

4.06 (a) For work on a stack requiring a mason tender to work on a scaffold twenty-five feet (25') or more above the working platform, there shall be a premium of fifty cents (\$0.50) per hour earned above the basic refractory rate, starting at the twenty-five foot (25') level.

(b) For work on a stack requiring a mason tender to work on a scaffold on hundred feet (100') or more above the working platform, there shall be an additional premium of one dollar (\$1.00) per hour earned above the basic refractory rate.

4.07 Employees working where the temperature of the immediate working area is thirty-eight (38) degrees celsius or greater, shall be paid a premium of fifty cents (\$0.50) per hour above the established rate of pay. If any employee is entitled to this premium, he shall be paid the premium for the entire shift. It is agreed that no employee shall be required to work in an area where the temperature exceeds one hundred and fifty (150) degrees Fahrenheit or sixty-five (65) degrees celsius.

## **ARTICLE 5 - SHIFT WORK**

5.01 When it is necessary to work two (2) or three (3) shifts daily on any particular job, no employee shall be permitted to work on more than one (1) shift in any twenty-four (24) hours.

5.02 When a shift schedule is worked, the refractory hours of Work Schedule shall apply. Employees shall be paid in accordance with Articles 3.04 and 3.04(f).

5.03 Employees who are called in to fill a shift but who do not complete five (5) full shifts are to be paid regular overtime rates for all time worked.

Employees who quit or are discharged for just cause shall be paid at the regular shift wage rate.

5.04 When a shift schedule is worked between 8:00 a.m. on Saturdays, Sundays and holidays to 8:00 a.m. on Monday or 8:00 a.m. Tuesday following a Monday holiday, the rate shall be paid for at double (2x) the current hourly rate plus the appropriate shift differential for such premium time as defined in Article 6 - Wages.

5.05 All hours worked outside the shift schedules set out in Article 5.02 above shall be paid as set out in Article 3.02 above unless adjustment of schedules has been mutually agreed to by parties operating under this Appendix prior to such adjustment taking place.

## **ARTICLE 6 - RATE OF WAGES**

6.01 The wage rates for mason tender labourers in all Local Union areas are defined in Schedules 'A' and 'B' of this Appendix.

6.02 Employees permitted to work in an area with a lower wage package will maintain their home wage package. If the total home wage package is lower, the differential will be added to the employees basic wage rate.

6.03 Each Employer is required to maintain all time cards, job costing allocations, employment and payroll records for a period of at least twelve (12) months from the end of the month in which the work was performed. A failure to maintain such records shall be deemed to be a failure to properly contribute in accordance with Schedule B of the Appendix.

6.04 Union members working in Board Areas 8 and 18 in the ICI sector, for Employers bound to this Agreement, shall only work in accordance with the applicable terms, conditions, and Local 506 wage schedule applicable thereto.

## **ARTICLE 7 - RECOGNIZED HOLIDAYS**

7.01 Work performed on Saturdays, Sundays and the following holidays: New Year's Day, Good Friday, Victoria Day (or the Reigning Sovereign's Birthday), Canada Day, Civic Holiday (Local), Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Family Day, shall be paid at double time (2x) the current wage rates as defined in ARTICLE 6 (Wages).

7.02 If any of the above holidays fall on a Saturday or Sunday, such holiday shall be observed on the day or days immediately following the weekend.

## **ARTICLE 8 - VACATION AND HOLIDAY PAY**

8.01 The Employer agrees to be bound by Article 18, specifically Article 18.10 of the Master Portion of this Agreement, as it refers to the Local Union Schedules concerning Vacation and Holiday Pay.

## **ARTICLE 9 - INITIAL REPORTING TIME**

9.01 When a member reports for work at the Employer's shop or job at the request of the Employer and is told that he is not required, he shall be paid a minimum of three (3) hours wages plus travel allowances and/or board allowance when applicable.

## **ARTICLE 10 - REPORTING TIME**

10.01 Where an employee reports for work at the Employer's job and work is not available (for reasons other than inclement weather), the Employer shall pay the employee three (3) hours pay at the regular rate and travelling allowance and/or board allowance when applicable.

Three (3) hours reporting time plus the applicable travelling allowance and/or board allowance shall be paid by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job, but work is not available due to inclement weather, unless

10.02 Inclement Weather Reporting Time

reasonable prior notice is given not to report by the Employer before the start of work that day.

## **ARTICLE 11 - REFRESHMENT BREAK**

11.01 It is agreed that employees shall be given two (2) ten (10) minute refreshment breaks on each regular working day, evening or night work, or designated shift with no loss of pay.

11.02 Every reasonable effort shall be made to schedule such break at the midway points of the working period as defined. Where refreshments are available, arrangements shall be made to have orders taken by an employee on behalf of and delivered to the employees in the work area.

11.03 Employees who are requested to work overtime shall be allowed a ten (10) minute refreshment break before commencing overtime work.

## **ARTICLE 12 - TRAVEL, ROOM AND BOARD**

12.01 The parties agree to be bound to the travel, room and board provisions as outlined in the Local Union Schedules of the Master Portion of the Agreement.

12.02 When an employee drives to work, the employer shall pay an employee up to a maximum of \$14.00 per day for parking subject to the employee providing a valid receipt. Other than Local 183 East's and Kingston's geographical territory. There shall be no parking expense reimbursement if the Employer makes parking arrangements within 750 metres of a specific project.

## ARTICLE 13 - EMPLOYER FUND

13.01 Where indicated in Schedule 'B' under "Employer Provincial", each Employer employing a mason tender shall contribute fifty cents (\$0.50) per hour, for each hour worked by each mason tender to the "Employer Fund". Such contribution shall be directly to the Ontario Masonry Contractors' Association or to such administrator as shall be directed by the Association by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions. In addition, any Local Employer Industry shall be collected directly by the Ontario Masonry Contractors Association.

Contributions with respect to pension shall be made to the Labourers Pension Fund of Central and Eastern Canada on behalf of the Ontario Masonry Contractors Association by the same date.

OMCA shall collect its own Industry and Training Funds and collect the Industry Funds for all Local Masonry Contractor Associations.

Articles 13.01 through 13.06 are subject to the provision of Article 20.02(b) when a member is working out of their local jurisdiction.

13.02 Each Employer employing a mason tender from Local 493 - Sudbury, will contribute an additional five cents (\$0.05) per hour for each hour worked by each mason tender to:

Sudbury Masonry Contractors Association  
c/o 1360 Kelly Lake Road  
Sudbury, Ontario P3E 5P4

Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.03 Each Employer employing a mason tender from Local 1036 - Sault Ste. Marie, in the geographic area of the Local, will contribute an additional eight cents (\$0.08) per hour for each hour worked by each mason tender to:

Sault Ste. Marie Masonry Contractors Association  
c/o 834 Old Garden River Road  
Sault Ste. Marie, Ontario P6A 6J8

Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.04 Each Employer employing a mason tender from Local 527 - Ottawa, in the geographic area of the Local, will contribute an additional ten cents (\$0.10) per hour for each hour worked by each mason tender to:

Ottawa Region Masonry Contractors Association  
P.O. Box 5063  
1547 Merivale Depot  
Nepean, Ontario K2C 3H3

Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.05 Each Employer employing a mason tender from Local 183 - Kingston, in the geographic area of that Local, will contribute an additional eight cents (\$0.08) per hour, effective May 1/11, ten cents (\$0.10) per hour for each hour worked by each mason tender to:

Labourer's Pension Fund of Central and Eastern Canada  
P.O. Box 9002, Lakeshore West PO  
Oakville, Ontario L6K 0G1

Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.06 Each Employer employing a mason tender from Local 506 – Toronto and Simcoe will contribute an additional six (\$0.06) cents per hour, effective May 1/11, seven cents (\$0.07) per hour for each hour worked by each mason tender to the Labourers' Pension fund of Central and Eastern Canada as in 13.01 above for the credit of:

Labourer's Pension Fund of Central and Eastern Canada  
P.O. Box 9002, Lakeshore West PO  
Oakville, Ontario L6K 0G1

Such contributions shall be made on a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

13.07 Audit Language – Each Employer bound to this Trade Appendix agrees that where the OMCA has just cause to believe that an Employer has not made proper or any industry, training and development and/or Local Employer Funds, the Employer shall produce complete employment and payroll records, job costing allocations, T5018 forms, contracts, subcontracts and other supporting documentation as reasonably required to permit review of these records by a chartered accountant appointed by the OMCA, to determine whether the employer has made the required contributions. In the event such review reveals that an Employer has failed to properly contribute, remit or report Industry, Training and Development and/or Local Employer Funds in accordance with this Trade Appendix the OMCA may require such Employer to pay the cost of the review where the OMCA are of the opinion that such Employer deliberately failed or omitted to properly contribute or report as aforesaid. If no such failure is revealed, the party requesting the audit shall bear the costs.

13.08 (a) Nothing herein precludes the Employer Association from filing a grievance and proceeding pursuant to the Lien Act or Section 133 of the Ontario Labour Relations Act or utilizing any other section of the Act in addition to or in conjunction with the aforesaid. The remedies available to the Employer Association herein may also be sought through an Intervention in a Section 133 Application under the Ontario Labour Relations Act before the Ontario Labour Relations Board brought by the Union in claiming unpaid remittances.

In addition to other remedies available to the Employer Association in this collective agreement, should the Employer Association deem an employer to be delinquent in forwarding or delivering contributions or deductions, the Employer Association, as the case may be, may upon written notice require the employer to deliver contributions and/or deductions on a weekly basis, commencing with the week beginning the Monday after such notice is delivered by the Employer Association as the case may be. Contributions and/or deductions for each work week shall be remitted to the Employer

Association at the same time as wages are due to employees pursuant to Article 10.01 of the Master Portion hereof.

In the event of a grievance alleging that an employer has failed to make the proper payments to the Employer Association as required by this Agreement, the parties agree that for the purposes of determining any issue, the following presumption shall apply:

A statement signed by a duly authorized agent of an Employer Association shall be prima facie evidence of a number of hours worked by members of the union, and of a failure to make the appropriate payments as required by this Agreement. The evidence shall establish only a rebuttable presumption and may be challenged by the employer with proper documentary evidence. If the Ontario Labour Relations Board or a Board of Arbitration, to which a grievance alleging failure to pay wages to employees or a failure to make appropriate payments to the Employer Association as required by the Agreement, determines that an employer has violated the Collective Agreement on the above grievance(s) then the OLRB or the Board of Arbitration shall also require the employer to pay all reasonable costs incurred by the Employer Association (whether as Applicant or Intervenor) in prosecuting the grievance including but not limited to, all legal costs on a solicitor-and-client basis, travel, meal and accommodation cost of all witness and Employer Association Representative, conduct money, cost incurred in serving a summons, any expenses incurred by the Employer Association pursuant to Section 133 or otherwise, for the Board of Arbitration.

## **ARTICLE 14 - LAYOFF NOTICE**

14.01 One (1) hour's advance notice shall be given and paid for whenever men are laid off or dismissed. Layoffs shall only take place at the end of the regular working day and/or designated shifts, except for incompetency. Employees shall receive their pay and be permitted to leave the job after notice is given.

14.02 Whenever Unemployment Insurance Records and hospitalization forms, including all other forms the employee is entitled to, are not given to the employee at time of layoff or dismissal, such forms and all wages owing

shall be mailed to the employee within one (1) working day by registered mail; all such returned registered mail shall be forwarded to the Local Union office by registered mail.

14.03 Any employee who voluntarily leaves his employment shall have his wages, insurance records and hospitalization forms by the next regular payday.

14.04 Employees who do not receive their pay as defined above, shall be entitled to receive an amount equal to the regular hourly rate of pay based on regular daily working hours until such time as the employee receives his pay; the stamp on the registered mail shall be deemed to be the date on which the employee received his pay.

## **ARTICLE 15 - LOCAL UNION DEDUCTION AND CONTRIBUTION AMENDMENTS**

15.01 Upon thirty (30) days written notice to the Ontario Masonry Contractors' Association, a Local Union may amend the amount of contributions and/or deductions for union dues, welfare, pension, training, etc., and any such adjustments to same will form part of the then current wage package.

## **ARTICLE 16 - MASON TENDER APPRENTICESHIP PROGRAM**

16.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on Local Apprenticeship Committees (LAC) and that any program and plan of training established by an LAC shall be incorporated in their entirety into and form part of this Agreement, as if an original part thereto.

## **ARTICLE 17 - PROVINCIAL AGREEMENT MASON TENDERS ONTARIO MASONRY CONTRACTORS ASSOCIATION**

17.01 The Association agrees to notify the Ontario Provincial District Council should there be any additions or deletions to their membership and/or of any other Employer who becomes bound to this Collective Agreement by way of the designation order in effect.

17.02 The Union agrees to notify the Association on obtaining bargaining rights for any Employer that would be bound to this Collective Agreement.

## **ARTICLE 18 - SAFETY, SAFETY EQUIPMENT, SAFETY TRAINING, UNION REPRESENTATION**

18.01 Where an employer has more than 8 members of Local 506 in its employ and 2 or more projects concurrently underway, in addition to the Steward in Article 12.02 of the Master Portion of this Agreement, each Employer agrees to recognize the right of the Union to select or otherwise appoint an additional Steward per employer, to assist employees in presenting complaints or grievances they may have to a representative of management. The Union shall be required to notify the Employer of the name of the additional Steward before they will be recognized. The Steward shall be allowed a reasonable amount of time to deal with Union business on the project to which he is assigned. The Steward, provided they are capable of performing the regular work shall be the last worker retained by the Employer, companywide, within the geographical jurisdiction of Local 506.

18.02 It is mutually agreed by both the Employer and the Union that they shall comply with the current Occupational Health and Safety Act and Regulations for Construction Projects and as amended from time to time.

18.03 It is further agreed that the Employer will supply non-prescription safety glasses, work harnesses and other related safety equipment and shall replace same when damaged to all employees who require them, without

costs or deposit to the employee, provided he/she returns the equipment upon termination. The Employer further agrees to provide safety sunglasses with UV protection for forklift and zoomboom drivers working outside.

18.04 The Union agrees that the employee shall exhibit a proper duty of care of the safety equipment provided and will present any worn or damaged equipment to the Employer for replacement and/or service.

18.05 In cooperation with the Employer's overall program of accident control and prevention and the OMCA's membership, support and involvement in the Workplace Safety and Insurance Board's Safety Group Program, the Union may appoint one of its Qualified Members as the Union Safety Representative. This appointment shall not interfere with the hiring under Article 20.02 of this appendix, nor shall it unreasonably interfere with the employers work. Such representative shall be allowed the necessary time to perform his duties relating to job safety and wherever possible, time for these duties shall be scheduled in cooperation with the employer, and the employer shall not unreasonably refuse such necessary time.

The Safety Representative will be one of the last three (3) workers retained by the employer provided that he is competent and capable of performing the remaining work on the job. On projects with less than six (6) members of the Union employed by the employer, the Job Steward will serve as the Union Safety Representative.

## **ARTICLE 19 - TRADE APPENDIX EXEMPTION OR AMENDMENT**

19.01 Where a particular clause, article or provision contained within this Trade Appendix works a hardship on a specific geographic area within the jurisdiction of a Local Union, the Local Union and the Ontario Masonry Contractors' Association may reach a Memorandum of Local Exemption or Amendment, in writing, to exempt or amend the particular clause, article or provision of this Trade Appendix for the geographic area within the jurisdiction of the Local Union specified in the Memorandum of Local Exemption or Amendment and such Local Agreement shall be ratified by the Employer and Employee Bargaining Agencies.

19.02 The Union agrees that the Ontario Masonry Contractors' Association may refer any matter not resolved as set out in Master Portion Article 20.

## **ARTICLE 20 - HIRING OF EMPLOYEES**

20.01 The following provisions will apply to the hiring of all employees covered by this Schedule.

(a) The Employer agrees to call the Local Union by 11:00 a.m. for its needed supply of men for the following day. All employees hired through the Union shall present to the Employer a referral slip from the Union prior to commencing employment, unless such referral has been transmitted electronically by the Union to the Employer. It is understood that if the Local Union having jurisdiction over the work is unable to provide the required men within twenty-four (24) hours, the Employer is free to hire such labour as is available, but such labour shall acquire a referral slip prior to commencing work on the second day after hiring and as a condition of employment, either be in good standing or apply for membership in the Union within seven (7) days.

The Local Union shall be allowed forty-eight (48) hours to supply men to jobs beyond fifty (50) kilometres from the point of origin as defined in Master Portion Schedule 'B' hereto. (Except for refractory work)

20.02 (a) An Employer may transfer up to three (3) current regular employees in job classification-Mason Tenders (2), represented by a Local Union(s), to the jurisdiction of another Local Union. The parties agree that this Article is an agreement under Section 163.5(7) to lower the percentages of Articles 1 and 2 of Section 163.5(1) to the percentages provided by this Article.

(b) When transferring employees across Local Union jurisdictions or within a Local Union jurisdiction with more than one Wage Schedule, no employee shall suffer a reduction in wages and benefit plan contributions. Such transfer is without the requirement to transfer Local Unions, however the Employer shall remit all working dues to the Local Union in which the work is being performed, and all Local Employer Industry Funds to the Local Masonry Contractor Association.

## ARTICLE 21 - LOCAL UNION CONDITIONS

### 21.01 Local 183 - Oshawa

Apprentice Mason Tenders shall be paid seventy-five percent (75%) of the applicable rate for the first 1200 hours worked; ninety percent (90%) of the applicable rate for the second 1200 hours worked; and one hundred percent (100%) of the applicable rate for all hours worked thereafter.

### 21.02 Local 493

(a) Any Employer Employing Masons and Plasterers

The following hours apply to masonry and plasterer tenders only:

The regular work week shall consist of forty-two and one-half (42 1/2) hours, made up of eight and one-half (8 1/2) hours per day, Monday to Friday.

(b) All employees covered by this agreement shall be allowed ten (10) minutes wash up time prior to the end of the shift when working with refractory masons who enjoy such benefits.

### 21.03 Local 625, Windsor (Counties of Essex and Chatham Kent)

#### Classifications

For the purpose of this Agreement, the following definitions will apply:

(a) Foreperson (Working or Non-Working)

A working foreman will be required only when seven (7) or more labourers are employed on one job.

If there are twenty-five (25) or more labourers employed by the employer on the same jobsite, a non-working foreperson shall be required.

### 21.04 Local 837 – Hamilton

(a) Apprenticeship

Apprentices shall be paid according to the following:

seventy percent (70%) of the applicable rate, for the first eight hundred (800) hours worked;

eighty percent (80%) of the applicable rate, for the next eight hundred (800) hours worked;

ninety percent (90%) of the applicable rate, for the next eight hundred (800) hours worked.

(b) No benefits shall be remitted for the first two hundred (200) hours.

(c) Progression from each level to the next level (i.e. first 800 hours to the second 800 hours) shall be contingent upon the performance of 800 hours of work and the successful completion of the courses/training required at each level.

(d) Local 837 will determine who the apprentices are and credit may be given to members who have demonstrable experience in related sectors of the construction industry.

(e) Employers may request apprentices from the Local Union office. Local 837 will advise the Employer of the names and hours of apprentice service of any apprentices being referred to ensure proper remuneration.

(f) It is understood that apprentices will be given a training program before being referred to any Employer for work.

(g) The content of the Apprenticeship Training Programme and the courses/training and standards required shall be set by the Local Apprenticeship Committee. Such Committee shall be formed immediately upon ratification of this Agreement.

(h) Labourers' Local 837 and the Employer shall initiate and maintain Apprenticeship Programs for members of Local 837. Apprenticeship Programs must be successfully completed by all Applicants at the Labourers' Local 837 Training Centre and thereafter, they will be accredited with trade status at the end of the applicable Apprenticeship Program.

#### 21.05 Local 837 – Niagara

Local Schedule (1.01) A normal workweek shall be comprised of forty-two and one-half (42 1/2) hours from Monday up to and including Friday, eight and one-half (8 1/2) hours per day, 8:00 a.m. to 5:30 p.m. Masonry contractors whose normal week shall be forty-four (44) hours from and including Monday up to and including Friday, 7:00 a.m. to 5:00 p.m. All work at hours other than specified to be at overtime rates.

#### Local 1036

For Refractory work the Employer shall appoint a working foreman when five (5) labourers are employed.

21.06 Local 1059

(a) A member of Local Union 1059 working as a mortar mixer (by hand) shall not be required to mix mortar for more than three (3) journeymen.

(b) A member of Local Union 1059 working as a mortar mixer with a mixing machine shall not be required to mix mortar alone for more than five (5) journeymen when more than ten (10) journeymen are being supplied with mortar. The member of Local 1059 shall have a helper or helpers to assist him at the ratio of one (1) helper for every additional ten (10) journeymen.

(c) It shall be the responsibility and duty of the Employer to see that all members of Local Union 1059 receive an equal share of work.

(d) In the event overtime is to be worked, which will be approximately two (2) hours' duration or more, then a work break of ten (10) minutes will be provided before the start of such overtime with no loss of pay to the employee for such breaks.

(e) In the event overtime is to be worked which will be in excess of three (3) hours duration, then a lunch break of one-half (1/2) hour will be provided on the Employer's time and where practicable, food will be made available.

(f) Should a job run out of materials or equipment break down before the end of the working day, the members shall receive the full day's pay providing they remain on the job at the request of the Employer.

(g) In case of lay-off, all men will receive two (2) hours of notice in advance with pay.

(h) Working foreman shall be paid no less than one dollar (\$1.00) per hour above the classification of the highest paid man of which they are supervising. There shall be a minimum of one working foreman when more than five labourers are employed on a crew.

21.07 Local 1089

1st year apprentice - up to 1200 hours earned

- rate calculated at 60% of total package

2nd year apprentice - 1200-2400 hours earned

- rate calculated at 75% of total package

The Union shall ensure that these apprentices complete a Safety and Basic Training Course at the Local Union's Training Centre.

these apprentices become available, the Employer will be permitted to hire one apprentice for every five (5) labourers hired. The reverse order will apply on lay-off.

Recall provisions shall not apply to apprentices.

#### 21.08 Local 1081 Travelling Expenses

Except where the Employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside of the free zones set out below, at the rate of \$0.50 per kilometre from the edge of the free zone to the job site and return.

In Zone I, there shall be a free zone of a forty (40) kilometre radius from the City Hall in Kitchener.

In Zone II, there shall be a free zone of a forty (40) kilometre radius from the City Hall in Owen Sound.

In Zone III, there shall be a free zone of a forty (40) kilometre radius from the City Hall in Guelph.

In Zone IV, there shall be a free zone of a forty (40) kilometre radius from the City Hall in Orangeville.

In Zone V, there shall be a free zone of a forty (40) kilometre radius from the City Hall in Brantford.

In Zone VI, there shall be a free zone of a forty (40) kilometre radius from the City Hall in Simcoe.

In the event that the Employer provides transportation to the job site and return, then the employees shall be paid 60% of the travelling expense set out in article 12.02 above.

\* Based on current CRA Guidelines on date of signing.

## **ARTICLE 22 – APPRENTICESHIP (LOCAL 183 & 506 ONLY)**

22.01 No employee shall suffer a loss in wages as a result of this Agreement and in any event, applicable rate increases shall apply.

22.02 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on the Local Apprenticeship Committees (LAC) and that any program and plan of training established by an LAC shall be incorporated in their entirety into and form part of this Agreement, as if an original part thereto.

22.03 All apprentices shall be governed by the Ontario Ministry of Training Colleges and Universities pertaining to the Construction Craft Workers, pursuant to the Apprenticeship and Tradesman Qualifications Act.

22.04 Apprentices employed under the jurisdiction of this Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

22.05 Any Apprentices refusing to attend or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause for suspension or discharge from employment within the terms of this agreement.

22.06 (a) Classifications and percentages as follows:

1) 1st year apprentice; 65% of Mason Tender (2) rate from 0- 800 hours.

2) 2nd year apprentice; 75% of Mason Tender (2) rate from 801 hours to 1600 hours.

3) 3rd year apprentice; 90% of Mason Tender (2) rate from 1601 hours to 2400 hours.

4) Journeyman; Production of a Journeyman's Certificate shall entitle him to Journeyman's rate of pay Mason Tender (1) or (2) as may be applicable.

(b) No employee shall suffer a reduction of wages or working conditions as a result of this agreement.

22.07 (a) The Training Centre will provide off the job training as directed by the Local Apprenticeship Committee and will keep records of such training. Such training shall include the CCW training requirements and the specific training in "Mason Tenders".

(b) A record book showing which Employer the apprentice has worked for, the type of work performed including a skill assessment checklist which the Employer shall signoff on verifying the apprentice's skill level completion.

22.08 Apprentices will not exceed the ratio of one (1) Apprentice for every three (3) Journeymen unless mutually agreed. The ratio established herein shall be company wide.

## **SCHEDULE "A"**

### **JOB CLASSIFICATIONS**

- (1) Mason Tender 1 is a Labourer performing Mason Tender Duties.
- (2) Mason Tender2 is a Mason Tender working as a forklift operator, mixer, brick expediter and lead scaffold erector.
- (3) Board Area No. 8 - Effective May 1, 2004, a mason tender who is employed in any of the foregoing classifications, shall be paid an additional premium of one dollar and fifty cents (\$1.50) per hour or a total of two dollars (\$2.00) for the number of hours worked in such classification.
- (4) When a working foreman is appointed, he shall receive the premium rate as defined in the Local Union Schedule to the Master Portion of the Agreement.
- (5) For Local 1036 only: Expediter to receive a premium of one dollar and fifty cents (\$1.50)

## SCHEDULE "B" MASON TENDER RATES

<b>LOCAL 183 - MASON TENDER RATES</b>														
EFFECTIVE DATE	HOURLY RATE	VAC PAY 10%	WEL-FARE	LONG TM CR	RETIREE FUND	PENSION	TRAIN. FUND	TRI FUND	PROMO. FUND	TOTAL PKG.	WORK. DUES	OPDC DUES	IND. FUND	EMPLOYER TOTAL
<b>Local 183-Oshawa-Tender (1)</b>														
19/05/19	33.1	3.31	3.6	0.35	0.8	7.37	0.2	0.05	0.1	48.88	3%	0.4	0.55	49.43
03/05/20	33.28	3.33	3.75	0.35	0.9	7.87	0.2	0.05	0.15	49.88	3%	0.4	0.55	50.43
02/05/21	33.55	3.36	3.85	0.35	1	8.32	0.2	0.05	0.2	50.88	3%	0.4	0.55	51.43
<b>Local 183-Oshawa- Tender (2)</b>														
19/05/19	33.6	3.36	3.6	0.35	0.8	7.37	0.2	0.05	0.1	49.43	3%	0.4	0.55	49.98
03/05/20	33.78	3.38	3.75	0.35	0.9	7.87	0.2	0.05	0.15	50.43	3%	0.4	0.55	50.98
02/05/21	34.05	3.41	3.85	0.35	1	8.32	0.2	0.05	0.2	51.43	3%	0.4	0.55	51.98
<b>Local 183-Peterborough-Tender (1)</b>														
19/05/19	31.74	3.17	3.6	0.35	0.8	7.37	0.2	0.05	0.1	47.38	3%	0.4	0.55	47.93
03/05/20	31.92	3.19	3.75	0.35	0.9	7.87	0.2	0.05	0.15	48.38	3%	0.4	0.55	48.93
02/05/21	32.19	3.22	3.85	0.35	1	8.32	0.2	0.05	0.2	49.38	3%	0.4	0.55	49.93
<b>Local 183-Peterborough-Tender (2)</b>														
19/05/19	32.24	3.22	3.6	0.35	0.8	7.37	0.2	0.05	0.1	47.93	3%	0.4	0.55	48.48
03/05/20	32.42	3.24	3.75	0.35	0.9	7.87	0.2	0.05	0.15	48.93	3%	0.4	0.55	49.48
02/05/21	32.69	3.27	3.85	0.35	1	8.32	0.2	0.05	0.2	49.93	3%	0.4	0.55	50.48
<b>Local 183-Muskoka-Tender (1)</b>														
19/05/19	31.79	3.18	3.6	0.35	0.8	7.37	0.2	0.05	0.1	47.44	3%	0.4	0.55	47.99
03/05/20	31.97	3.2	3.75	0.35	0.9	7.87	0.2	0.05	0.15	48.44	3%	0.4	0.55	48.99
02/05/21	32.25	3.22	3.85	0.35	1	8.32	0.2	0.05	0.2	49.44	3%	0.4	0.55	49.99
<b>Local 183-Muskoka-Tender (2)</b>														
19/05/19	32.29	3.23	3.6	0.35	0.8	7.37	0.2	0.05	0.1	47.99	3%	0.4	0.55	48.54
03/05/20	32.47	3.25	3.75	0.35	0.9	7.87	0.2	0.05	0.15	48.99	3%	0.4	0.55	49.54
02/05/21	32.74	3.28	3.85	0.35	1	8.32	0.2	0.05	0.2	49.99	3%	0.4	0.55	50.54

Job Classification

Tender(1) - is Mason Tender

Tender (2) - Fork Lift Operator, Mixed Operator and Lead Scaffold Erector

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>Local 183 (Kingston) - Mason Tender (1)</b>															
Effective Date	Hourly Rate	Vac Pay	Welfare Fund	Group Legal	Pension Fund	Train. Fund	Local Fund 1	Tri-Fund	Retiree Fund	Promo Fund	Total Package	Work. Dues	OPDC Dues	Employer Prov.Ind.	Employer Local Ind.
19/05/19	34.37	3.44	3.10	0.05	5.20	0.30	1.75	0.05	0.10	0.05	48.41	1.03	0.40	0.55	0.10
03/05/20	34.69	3.47	3.35	0.05	5.40	0.30	1.75	0.05	0.20	0.10	49.36	1.04	0.40	0.55	0.10
02/05/21	34.96	3.50	3.60	0.05	5.70	0.30	1.75	0.05	0.30	0.15	50.36	1.05	0.40	0.55	0.10
<b>Local 183 (Kingston) - Mason Tender (2)</b>															
Effective Date	Hourly Rate	Vac Pay	Welfare Fund	Group Legal	Pension Fund	Train. Fund	Local Fund 1	Tri-Fund	Retiree Fund	Promo Fund	Total Package	Work. Dues	OPDC Dues	Employer Prov.Ind.	Employer Local Ind.
19/05/19	34.87	3.49	3.10	0.05	5.20	0.30	1.75	0.05	0.10	0.05	48.96	1.03	0.40	0.55	0.10
03/05/20	35.19	3.52	3.35	0.05	5.40	0.30	1.75	0.05	0.20	0.10	49.91	1.04	0.40	0.55	0.10
02/05/21	35.46	3.55	3.60	0.05	5.70	0.30	1.75	0.05	0.30	0.15	50.91	1.05	0.40	0.55	0.10

Monthly Dues:    January 1, 2019            \$ 39.00  
                           January 1, 2020            \$ 40.00  
                           January 1, 2021            \$ 41.00

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>Local 493 - Sudbury Category - Tender (1)</b>													
Effective Date	Hourly Rate	Vac Pay	Welfare & Scholarship Fund	Pension	Training Fund	Organizing Fund	Tri-Fund	Supplemental Pension	Total Pkg.	W.D. Ded	OPDC Dues	Emp. Loc	Emp. Prov
19/05/19	28.33	2.83	2.35	6	0.9	0.45	0.05	3.55	44.46	3%	0.4	0.05	0.55
03/05/20	28.64	2.86	2.45	6.15	1	0.45	0.05	3.71	45.31	3%	0.4	0.05	0.55
02/05/21	29.05	2.91	2.6	6.25	1	0.45	0.05	4	46.31	3%	0.4	0.05	0.55
<b>Local 493 - Sudbury Category - Tender (2)</b>													
Effective Date	Hourly Rate	Vac Pay	Welfare & Scholarship Fund	Pension	Training Fund	Organizing Fund	Tri-Fund	Supplemental Pension	Total Pkg.	W.D. Ded	OPDC Dues	Emp. Loc	Emp. Prov
19/05/19	28.83	2.88	2.35	6	0.9	0.45	0.05	3.55	45.01	3%	0.4	0.05	0.55
03/05/20	29.14	2.91	2.45	6.15	1	0.45	0.05	3.71	45.86	3%	0.4	0.05	0.55
02/05/21	29.55	2.96	2.6	6.25	1	0.45	0.05	4	46.86	3%	0.4	0.05	0.55
Refractory premium of \$0.15 per hour													

# SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>LOCAL 506 MASON TENDER TORONTO O.L.R.B. BOARD #8 WAGES AND CLASSIFICATION SCHEDULE</b>															
Effective Date	Hourly Rate	Vac. Pay	Welfare Dental DI NOVO	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Emp. Loc.	Emp. Prov.	OPDC Dues	Schr. Fund	WD Ded	Strike Fund	Retiree Fund
<b>Mason Tender (1)</b>											<b>Deducted from Worker</b>				
			<b>W</b>	<b>E</b>	<b>W</b>	<b>E</b>	<b>W</b>		<b>W</b>	<b>W</b>	<b>W</b>	<b>W</b>	<b>E</b>	<b>E</b>	<b>E</b>
19/05/19	37.76	3.77	3.25	9.10	0.80	0.05	0.07	54.80	0.10	0.55	0.40	0.03	1.13	0.05	0.25
03/05/20	38.44	3.84	3.50	9.20	0.90	0.05	0.07	56.00	0.10	0.55	0.40	0.03	1.15	0.05	0.25
02/05/21	39.12	3.91	3.75	9.30	1.00	0.05	0.07	57.20	0.10	0.55	0.40	0.05	1.17	0.05	0.25
<b>Mason Tender (2)</b>															
19/05/19	38.25	3.83	3.25	9.10	0.80	0.05	0.07	55.35	0.10	0.55	0.40	0.03	1.13	0.05	0.25
03/05/20	38.94	3.89	3.50	9.20	0.90	0.05	0.07	56.55	0.10	0.55	0.40	0.03	1.15	0.05	0.25
02/05/21	39.62	3.96	3.75	9.30	1.00	0.05	0.07	57.75	0.10	0.55	0.40	0.05	1.17	0.05	0.25
<b>Foreman 10% Above Mason Tender 1</b>															
19/05/19	41.54	4.15	3.25	9.10	0.80	0.05	0.07	58.96	0.10	0.55	0.40	0.03	1.13	0.05	0.25
03/05/20	42.28	4.23	3.50	9.20	0.90	0.05	0.07	60.23	0.10	0.55	0.40	0.03	1.15	0.05	0.25
02/05/21	43.03	4.30	3.75	9.30	1.00	0.05	0.07	61.50	0.10	0.55	0.40	0.05	1.17	0.05	0.25
<b>1st Term Apprentice - 65% of Mason Tender II Rate 0-800 hours</b>															
19/05/19	24.86	2.49	3.25	9.10	0.80	0.05	0.07	40.62	0.10	0.55	0.40	0.03	1.13	0.05	0.25
03/05/20	25.31	2.53	3.50	9.20	0.90	0.05	0.07	41.56	0.10	0.55	0.40	0.03	1.15	0.05	0.25
02/05/21	25.75	2.57	3.75	9.30	1.00	0.05	0.07	42.49	0.10	0.55	0.40	0.05	1.17	0.05	0.25
<b>2nd Term Apprentice - 75% of Mason Tender II Rate 801-1600 hours</b>															
19/05/19	28.69	2.87	3.25	9.10	0.80	0.05	0.07	44.83	0.10	0.55	0.40	0.03	1.13	0.05	0.25
03/05/20	29.21	2.92	3.50	9.20	0.90	0.05	0.07	45.85	0.10	0.55	0.40	0.03	1.15	0.05	0.25
02/05/21	29.72	2.97	3.75	9.30	1.00	0.05	0.07	46.86	0.10	0.55	0.40	0.05	1.17	0.05	0.25
<b>3rd Term Apprentice - 90% of Mason Tender II Rate 1601- 2400 hours</b>															
19/05/19	34.43	3.44	3.25	9.10	0.80	0.05	0.07	51.14	0.10	0.55	0.40	0.03	1.13	0.05	0.25
03/05/20	35.05	3.50	3.50	9.20	0.90	0.05	0.07	52.27	0.10	0.55	0.40	0.03	1.15	0.05	0.25
02/05/21	35.66	3.57	3.75	9.30	1.00	0.05	0.07	53.40	0.10	0.55	0.40	0.05	1.17	0.05	0.25
<b>( E ) - FUNDS REPORTED ON HOURS EARNED</b>															
<b>( W ) - FUNDS REPORTED ON HOURS WORKED</b>															

## SCHEDULE B (CONT'D) - MASON TENDER RATES

MASON TENDER LOCAL 506 - SIMCOE O.L.R.B. BOARD #18 WAGES AND CLASSIFICATION SCHEDULE															
Effective Date	Hourly Rate	Vac. Pay	Welfare Dental DI NOVO	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Emp. Loc.	Emp. Prov	OPDC Dues	Schlr. Fund	WD Ded	Strike Fund	Retiree Fund
			W	E	W	E	W		W	W	W	W	E	E	E
<b>Mason Tender (1)</b>											<b>Deducted from Worker</b>				
19/05/19	33.40	3.34	3.25	9.10	0.80	0.05	0.07	50.01	0.10	0.55	0.40	0.03	1.00	0.05	0.25
03/05/20	34.08	3.41	3.50	9.20	0.90	0.05	0.07	51.21	0.10	0.55	0.40	0.03	1.02	0.05	0.25
02/05/21	34.76	3.48	3.75	9.30	1.00	0.05	0.07	52.41	0.10	0.55	0.40	0.05	1.04	0.05	0.25
<b>Mason Tender (2)</b>															
19/05/19	33.89	3.39	3.25	9.10	0.80	0.05	0.07	50.55	0.10	0.55	0.40	0.03	1.00	0.05	0.25
03/05/20	34.57	3.46	3.50	9.20	0.90	0.05	0.07	51.75	0.10	0.55	0.40	0.03	1.02	0.05	0.25
02/05/21	35.26	3.52	3.75	9.30	1.00	0.05	0.07	52.95	0.10	0.55	0.40	0.05	1.04	0.05	0.25
<b>Foreman 10% Above Mason Tender 1</b>															
19/05/19	36.73	3.67	3.25	9.10	0.80	0.05	0.07	53.67	0.10	0.55	0.40	0.03	1.00	0.05	0.25
03/05/20	37.48	3.75	3.50	9.20	0.90	0.05	0.07	54.95	0.10	0.55	0.40	0.03	1.02	0.05	0.25
02/05/21	38.24	3.82	3.75	9.30	1.00	0.05	0.07	56.23	0.10	0.55	0.40	0.05	1.04	0.05	0.25
<b>1st Term Apprentice - 65% of Mason Tender II Rate 0-800 hours</b>															
19/05/19	22.03	2.20	3.25	9.10	0.80	0.05	0.07	37.50	0.10	0.55	0.40	0.03	1.00	0.05	0.25
03/05/20	22.47	2.25	3.50	9.20	0.90	0.05	0.07	38.44	0.10	0.55	0.40	0.03	1.02	0.05	0.25
02/05/21	22.92	2.29	3.75	9.30	1.00	0.05	0.07	39.38	0.10	0.55	0.40	0.05	1.04	0.05	0.25
<b>2nd Term Apprentice - 75% of Mason Tender II Rate 801-1600 hours</b>															
19/05/19	25.42	2.54	3.25	9.10	0.80	0.05	0.07	41.23	0.10	0.55	0.40	0.03	1.00	0.05	0.25
03/05/20	25.93	2.59	3.50	9.20	0.90	0.05	0.07	42.24	0.10	0.55	0.40	0.03	1.02	0.05	0.25
02/05/21	26.44	2.64	3.75	9.30	1.00	0.05	0.07	43.25	0.10	0.55	0.40	0.05	1.04	0.05	0.25
<b>3rd Term Apprentice - 90% of Mason Tender II Rate 1601- 2400 hours</b>															
19/05/19	30.50	3.05	3.25	9.10	0.80	0.05	0.07	46.82	0.10	0.55	0.40	0.03	1.00	0.05	0.25
03/05/20	31.11	3.11	3.50	9.20	0.90	0.05	0.07	47.94	0.10	0.55	0.40	0.03	1.02	0.05	0.25
02/05/21	31.73	3.17	3.75	9.30	1.00	0.05	0.07	49.07	0.10	0.55	0.40	0.05	1.04	0.05	0.25
Journey Person 100% Of Group A Rate (Full Benefit Package) 2400 Hours + Upon Production Of A Journey Person Certificate															
( E ) - FUNDS REPORTED ON HOURS EARNED															
( W ) - FUNDS REPORTED ON HOURS WORKED															

Journey Person 100% 2400hrs. Plus upon production of Journey Person Certificate shall entitle him to Journey Person Rate Mansion Tender 1 or 2 as may be applicable.

## SCHEDULE B (CONT'D)

### - LOCAL 527 - OTTAWA MASON TENDER RATES

Local 527 - SCHEDULE B - MASON TENDERS										
Effective Date	Hourly Rate	Vac Pay	Total Fund	PST	Pension	Tri-Fund	OPDC Dues	Total Pkg.	Local Ind.	Prov Ind. Fund
			Benefit Fund Contributions	Pension Fund Contributions						
<b>Zone I - Tender (1)</b>										
19/05/19	33.99	3.40	3.15	0.14	6.52	0.05	0.40	47.65	0.20	0.55 + HST
03/05/20	34.67	3.47	3.25	0.15	6.72	0.05	0.40	48.70	0.20	0.55 + HST
02/05/21	35.35	3.54	3.35	0.16	6.92	0.05	0.40	49.76	0.20	0.55 + HST
<b>Zone I - Tender (2)</b>										
19/05/19	34.49	3.45	3.15	0.14	6.52	0.05	0.40	48.20	0.20	0.55 + HST
03/05/20	35.17	3.52	3.25	0.15	6.72	0.05	0.40	49.25	0.20	0.55 + HST
02/05/21	35.85	3.59	3.35	0.16	6.92	0.05	0.40	50.31	0.20	0.55 + HST
<b>Zone II - Tender (1)</b>										
19/05/19	30.10	3.01	3.15	0.14	6.52	0.05	0.40	43.37	0.20	0.55 + HST
03/05/20	30.78	3.08	3.25	0.15	6.72	0.05	0.40	44.43	0.20	0.55 + HST
02/05/21	31.46	3.15	3.35	0.16	6.92	0.05	0.40	45.48	0.20	0.55 + HST
<b>Zone II - Tender (2)</b>										
19/05/19	30.60	3.06	3.15	0.14	6.52	0.05	0.40	43.92	0.20	0.55 + HST
03/05/20	31.28	3.13	3.25	0.15	6.72	0.05	0.40	44.98	0.20	0.55 + HST
02/05/21	31.96	3.20	3.35	0.16	6.92	0.05	0.40	46.03	0.20	0.55 + HST
<b>Zone III - Tender (1)</b>										
19/05/19	27.52	2.75	3.15	0.14	6.52	0.05	0.40	40.53	0.20	0.55 + HST
03/05/20	28.20	2.82	3.25	0.15	6.72	0.05	0.40	41.59	0.20	0.55 + HST
02/05/21	28.88	2.89	3.35	0.16	6.92	0.05	0.40	42.64	0.20	0.55 + HST
<b>Zone III - Tender (2)</b>										
19/05/19	28.02	2.80	3.15	0.14	6.52	0.05	0.40	41.08	0.20	0.55 + HST
03/05/20	28.70	2.87	3.25	0.15	6.72	0.05	0.40	42.14	0.20	0.55 + HST
02/05/21	29.38	2.94	3.35	0.16	6.92	0.05	0.40	43.19	0.20	0.55 + HST
<b>Zone IV - Tender (1)</b>										
19/05/19	34.37	3.44	3.58	0.14	6.52	0.05	0.40	48.50	0.20	0.55 + HST
03/05/20	34.69	3.47	3.98	0.15	6.72	0.05	0.40	49.46	0.20	0.55 + HST
02/05/21	34.96	3.50	4.48	0.16	6.92	0.05	0.40	50.46	0.20	0.55 + HST
<b>Zone IV - Tender (2)</b>										
19/05/19	34.87	3.49	3.58	0.14	6.52	0.05	0.40	49.05	0.20	0.55 + HST
03/05/20	35.19	3.52	3.98	0.15	6.72	0.05	0.40	50.01	0.20	0.55 + HST
02/05/21	35.46	3.55	4.48	0.16	6.92	0.05	0.40	51.01	0.20	0.55 + HST
Note: Within the city limits of Cornwall and Arnprior, the wages shall be ninety percent (90%) of Zone I.										

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>Local 607-Thunder Bay- Mason Tender (1)</b>												
Effective Date	Hourly Rate	Vac. Pay	Health & Welfare	Pension	Train. Fund	Tri Fund	De Novo	Promo. Fund	Total Pkg.	Work. Dues	OPDC Dues	Emp. Prov.
19/05/19	32.79	3.28	3.2	7.1	0.55	0.1	0.04	0.2	47.26	0.95	0.4	0.55
03/05/20	33.61	3.36	3.2	7.1	0.55	0.1	0.04	0.2	48.16	0.97	0.4	0.55
02/05/21	34.43	3.44	3.2	7.1	0.55	0.1	0.04	0.2	49.06	1	0.4	0.55
<b>Local 607-Thunder Bay- Mason Tender (2)</b>												
19/05/19	33.29	3.33	3.2	7.1	0.55	0.1	0.04	0.2	47.81	0.95	0.4	0.55
03/05/20	34.11	3.41	3.2	7.1	0.55	0.1	0.04	0.2	48.71	0.97	0.4	0.55
02/05/21	34.93	3.49	3.2	7.1	0.55	0.1	0.04	0.2	49.61	1	0.4	0.55
Five Cents (\$0.05) of the above ten cents (\$0.10) Tri-Fund are to be directed to the Local 607 Tri-Fund.												
Four cents (\$0.04) for De Novo and twenty cents (\$0.20) for Promo. Fund to be directed to Local 607.												

Five Cents (\$0.05) of the above ten cents (\$0.10) Tri-Fund are to be directed to the Local 607 Tri-Fund

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>LOCAL 625 MASON TENDER</b>										
<b>Group 6: Refractory (Firebrick) Tenders</b>										
Effective date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri-Fund	Total Pkg.	*** OPDC	Ind. Fund
19/05/19	32.97	3.30	2.70	0.05	6.70	2.17	0.05	47.94	0.40	0.55
03/05/20	33.34	3.33	2.75	0.05	7.00	2.22	0.05	48.74	0.40	0.55
02/05/21	34.11	3.41	2.80	0.05	7.00	2.32	0.05	49.74	0.40	0.55
<b>Group 7: Mason Tender (1)</b>										
19/05/19	32.82	3.28	2.70	0.05	6.70	2.17	0.05	47.77	0.40	0.55
03/05/20	33.18	3.32	2.75	0.05	7.00	2.22	0.05	48.57	0.40	0.55
02/05/21	33.95	3.40	2.80	0.05	7.00	2.32	0.05	49.57	0.40	0.55
<b>NOTE: *** EMPLOYEE DEDUCTIONS</b>										
<b>Group 8: Mason Tender (2) – (WINDSOR ESSEX COUNTY)</b>										
<b>(a premium of fifty cents (\$0.50) above Group 7 base rate)</b>										
19/05/19	33.32	3.33	2.70	0.05	6.70	2.17	0.05	48.32	0.40	0.55
03/05/20	33.68	3.37	2.75	0.05	7.00	2.22	0.05	49.12	0.40	0.55
02/05/21	34.45	3.45	2.80	0.05	7.00	2.32	0.05	50.12	0.40	0.55

## SCHEDULE B (CONT'D) - MASON TENDER RATES

Local 837 - Hamilton - Tender (1)													
Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8%	Legal Fund	Schol. Fund	Pension	Train. Fund	Occup. Health	TRI-Fund	TOTAL Pkg.	**	**	Plus HST IND. Fund
			Health & Welfare								Admin. Fund	OPDC Dues	
19/05/19	32.83	3.28	2.25	0.20	0.15	9.00	0.62	0.05	0.05	48.43	3%	0.40	0.55
03/05/20	33.33	3.33	2.30	0.20	0.15	9.30	0.62	0.05	0.05	49.33	3%	0.40	0.55
02/05/21	33.92	3.39	2.35	0.20	0.15	9.60	0.62	0.05	0.05	50.33	3%	0.40	0.55

Local 837 - Hamilton - Tender (2)													
Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8%	Legal Fund	Schol. Fund	Pension	Train. Fund	Occup. Health	TRI-Fund	TOTAL Pkg.	**	**	Plus HST IND. Fund
			Health & Welfare								Admin. Fund	OPDC Dues	
19/05/19	33.33	3.33	2.25	0.20	0.15	9.00	0.62	0.05	0.05	48.98	3%	0.40	0.55
03/05/20	33.83	3.38	2.30	0.20	0.15	9.30	0.62	0.05	0.05	49.88	3%	0.40	0.55
02/05/21	34.42	3.44	2.35	0.20	0.15	9.60	0.62	0.05	0.05	50.88	3%	0.40	0.55

**\*\* Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.**

Local 837 - St. Catherines - Tender (1)													
Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8%	Legal Fund	Schol. Fund	Pension	Train. Fund	Occup. Health	TRI-Fund	TOTAL Pkg.	**	**	Plus HST IND. Fund
			Health & Welfare								Admin. Fund	OPDC Dues	
19/05/19	32.35	3.23	2.25	0.20	0.15	9.00	0.62	0.05	0.05	47.90	3%	0.40	0.55
03/05/20	32.85	3.28	2.30	0.20	0.15	9.30	0.62	0.05	0.05	48.80	3%	0.40	0.55
02/05/21	33.44	3.34	2.35	0.20	0.15	9.60	0.62	0.05	0.05	49.80	3%	0.40	0.55

Local 837 - St. Catherines - Tender (2)													
Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8%	Legal Fund	Schol. Fund	Pension	Train. Fund	Occup. Health	TRI-Fund	TOTAL Pkg.	**	**	Plus HST IND. Fund
			Health & Welfare								Admin. Fund	OPDC Dues	
19/05/19	32.84	3.28	2.25	0.20	0.15	9.00	0.62	0.05	0.05	48.44	3%	0.40	0.55
03/05/20	33.34	3.33	2.30	0.20	0.15	9.30	0.62	0.05	0.05	49.34	3%	0.40	0.55
02/05/21	33.93	3.39	2.35	0.20	0.15	9.60	0.62	0.05	0.05	50.34	3%	0.40	0.55

**\*\* Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.**

Local 837 - Waterloo, Brant, Norfolk - Tender (1)												
Effect. Date	Hourly Rate	Vac. Pay	Plus PST 8% Welf. & Benefit	Pension	Training Fund	Tri-Fund	Total Pkg.	Work Dues	OPDC Dues	Plus HST Emp. Prov.		
19-May-19	31.96	3.20	3.25	6.75	0.25	0.05	45.46	3%	0.40	0.55		
3-May-20	32.55	3.26	3.25	7.00	0.25	0.05	46.36	3%	0.40	0.55		
2-May-21	33.01	3.30	3.25	7.50	0.25	0.05	47.36	3%	0.40	0.55		

Local 837 - Waterloo, Brant, Norfolk - Tender (2)												
Effect. Date	Hourly Rate	Vac. Pay	Plus PST 8% Welf. & Benefit	Pension	Training Fund	Tri-Fund	Total Pkg.	Work Dues	OPDC Dues	Plus HST Emp. Prov.		
19-May-19	32.46	3.25	3.25	6.75	0.25	0.05	46.01	3%	0.40	0.55		
3-May-20	33.05	3.31	3.25	7.00	0.25	0.05	46.91	3%	0.40	0.55		
2-May-21	33.51	3.35	3.25	7.50	0.25	0.05	47.91	3%	0.40	0.55		

**\*\* Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.**

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>LOCAL 1036 - MASON TENDER I:</b>												
Effective Date	Hourly Rate	VAC. PAY	H & W	DENOVA Fund	PENS.	TRAIN	TRI-Fund	Total Pkg.	WD DED	DENOVA FUND Employer	OPDC Dues	EMP Prov
19/05/19	29.25	2.93	3.15	0.02	8.30	0.25	0.05	43.95	1.10	0.02	0.40	0.55
03/05/20	29.62	2.96	3.25	0.02	8.60	0.30	0.05	44.80	1.10	0.02	0.40	0.55
02/05/21	30.07	3.01	3.35	0.02	8.80	0.50	0.05	45.80	1.10	0.02	0.40	0.55
<b>MASON TENDER II:</b>												
19/05/19	29.75	2.98	3.15	0.02	8.30	0.25	0.05	44.50	1.10	0.02	0.40	0.55
03/05/20	30.12	3.01	3.25	0.02	8.60	0.30	0.05	45.35	1.10	0.02	0.40	0.55
02/05/21	30.57	3.06	3.35	0.02	8.80	0.50	0.05	46.35	1.10	0.02	0.40	0.55

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>LOCAL 1059 - MIDDLESEX, ELGIN, OXFORD</b>											
<b>MASON TENDER:</b>											
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare	Pension	Tri-Fund	Training	Total Pkg.	Union Admin	OPDC Dues	RRSP	Industry
19/05/19	35.02	3.15	3.20	5.31	0.05	0.50	47.23	0.88	0.40	2.00	0.55
03/05/20	35.60	3.20	3.20	5.31	0.05	0.60	47.96	0.89	0.40	2.00	0.55
02/05/21	36.17	3.26	3.30	5.31	0.05	0.60	48.69	0.90	0.40	2.00	0.55
<b>FORKLIFT OPERATOR, MIXER, BRICK EXPEDITER AND LEAD SCAFFOLD ERECTOR:</b>											
19/05/19	35.52	3.20	3.20	5.31	0.05	0.50	47.78	0.88	0.40	2.00	0.55
03/05/20	36.10	3.25	3.20	5.31	0.05	0.60	48.51	0.89	0.40	2.00	0.55
02/05/21	36.68	3.30	3.30	5.31	0.05	0.60	49.24	0.90	0.40	2.00	0.55
<b>HURON, BRUCE, PERTH</b>											
<b>MASON TENDER:</b>											
Effective Date	Hourly Rate	Vac. Pay 9%	Welfare	Pension	Tri-Fund	Training	Total Pkg.	Union Admin	OPDC Dues	RRSP	Industry
19/05/19	35.34	3.18	3.20	5.31	0.05	0.50	47.58	0.88	0.40	2.00	0.55
03/05/20	35.98	3.24	3.20	5.31	0.05	0.60	48.38	0.89	0.40	2.00	0.55
02/05/21	36.62	3.30	3.30	5.31	0.05	0.60	49.18	0.90	0.40	2.00	0.55
<b>FORKLIFT OPERATOR, MIXER, BRICK EXPEDITER AND LEAD SCAFFOLD ERECTOR:</b>											
19/05/19	35.84	3.23	3.20	5.31	0.05	0.50	48.13	0.88	0.40	2.00	0.55
03/05/20	36.49	3.28	3.20	5.31	0.05	0.60	48.93	0.89	0.40	2.00	0.55
02/05/21	37.13	3.34	3.30	5.31	0.05	0.60	49.73	0.90	0.40	2.00	0.55

<b>GREY COUNTY MASONRY</b>											
<b>MASON TENDER 1</b>											
Effective Date	Hourly Rate	Vac. Pay 10%	Welfare	Pension	Tri-Fund	Training	Total Pkg.	Union Admin	OPDC Dues	Industry	
19/05/19	31.96	3.20	3.25	6.50	0.05	0.50	45.46	3%	0.40	0.55	
03/05/20	32.69	3.27	3.25	6.50	0.05	0.60	46.36	3%	0.40	0.55	
02/05/21	33.55	3.36	3.30	6.50	0.05	0.60	47.36	3%	0.40	0.55	
<b>MASON TENDER 2, MIXER OPERATOR, LEAD SCAFFOLD ERECTOR, BRICK EXPEDITOR</b>											
Effective Date	Hourly Rate	Vac. Pay 10%	Welfare	Pension	Tri-Fund	Training	Total Pkg.	Union Admin	OPDC Dues	Industry	
19/05/19	32.46	3.25	3.25	6.50	0.05	0.50	46.01	3%	0.40	0.55	
03/05/20	33.19	3.32	3.25	6.50	0.05	0.60	46.91	3%	0.40	0.55	
02/05/21	34.05	3.41	3.30	6.50	0.05	0.60	47.91	3%	0.40	0.55	

## SCHEDULE B (CONT'D) - MASON TENDER RATES

<b>LOCAL 1089 - MASON TENDER (1)</b>												
Effective Date	Hourly Rate	VAC Pay 10%	Welfare Benefit	Pension	Train. Fund	GRSP	TRI-Fund	Total Pkg.	Safety	WD DED	OPDC Dues	EMP PROV.
19/05/2019	33.55	3.35	2.65	6.60	0.65	1.75	0.05	48.60	0.25	1.46	0.40	0.55
03/05/2020	34.09	3.41	2.75	6.80	0.70	1.75	0.05	49.55	0.25	1.49	0.40	0.55
02/05/2021	34.68	3.47	2.85	7.00	0.70	1.75	0.05	50.50	0.25	1.52	0.40	0.55
<b>LOCAL 1089 - MASON TENDER (2)</b>												
19/05/2019	34.04	3.40	2.65	6.60	0.65	1.75	0.05	49.14	0.25	1.46	0.40	0.55
03/05/2020	34.58	3.46	2.75	6.80	0.70	1.75	0.05	50.09	0.25	1.49	0.40	0.55
02/05/2021	35.17	3.52	2.85	7.00	0.70	1.75	0.05	51.04	0.25	1.52	0.40	0.55

# TERMS & CONDITIONS: MASONRY RESTORATION

## SCOPE

These terms and conditions shall be applicable for the geographic scope of Local 183, Local 506, and Local 837's jurisdiction. All other terms and conditions of the Mason Tenders Trade Appendix and the Master Portion shall apply to masonry restoration work.

## WAGES

(a) Wages, contributions and deductions shall be set out in the Wage Schedules to set out below.

(It is understood that the mason tender's rate on a masonry restoration project shall be 80% of the bricklayer rate established for masonry restoration in accordance with the BACU/OPC ICI Collective Agreement.)

(Note: Total Wage Package for BACU/OPC Journeyman is currently is \$50.70 subject to the conclusion of ICI bargaining for Restoration Work by Local 598).

(b) In the event that the parties in the geographic jurisdiction of a local signatory to this proposal agree that these conditions are no longer necessary to preserve the work, it is understood that all masonry restoration work shall be covered by terms and conditions of the Masons Tenders Trade Appendix including Article - 3 Hours of Work and the wages set out Schedule "B"

## HOURS OF WORK

(c) The mason tender shall work:

(i) Regular hours of work for work performed on Monday to Friday inclusive are ten and a half (10.5) hours worked from 6:30 a.m. until 5:30 p.m. each day. This is no guarantee of daily or weekly hours by the Employer. The starting time may vary up to one hour. Employees may work fifty two and a half (52.5) hours per week at straight time. Overtime commences after fifty two and a half (52.5) hours. It is understood that there will be no discrimination against workers who refuse to work more than forty-two and a half (42.5) hours per week at straight time.

# LETTER OF UNDERSTANDING

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,  
ONTARIO PROVINCIAL DISTRICT COUNCIL  
AND ITS AFFILIATED LOCAL UNIONS, LOCAL 183,506 AND 837  
("Union")

- AND -

ONTARIO MASONRY CONTRACTORS ASSOCIATION  
("OMCA")

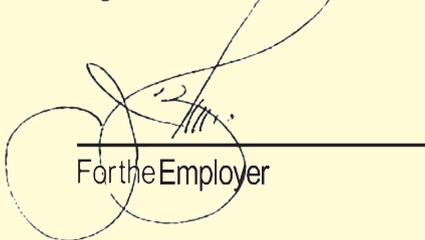
## RE: EMPLOYMENT CONDITIONS

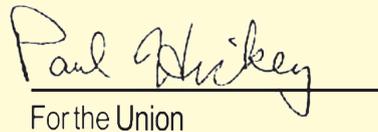
**WHEREAS** the Union and OMCA agreed to terms and conditions for masonry restoration work;

**NOW THEREFORE**, the parties agree as follows:

1. No one employed by an employer as of May 1, 2013 shall be forced by that employer to work under the Masonry Restoration terms and conditions.

Signed at Toronto this 11<sup>th</sup> day of April, 2013.

  
\_\_\_\_\_  
For the Employer

  
\_\_\_\_\_  
For the Union

# LETTER OF UNDERSTANDING

## B E T W E E N :

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, ONTARIO  
PROVINCIAL DISTRICT COUNCIL**

("Union")

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTHAMERICA, LOCAL 527**

("Union")

- AND -

**ONTARIO MASONRY CONTRACTORS ASSOCIATION**

("OMCA")

### **RE: JOB TARGETING– MASONRY RESTORATION**

1. It is understood and agreed by the Union, Local 527, and OMCA that it is the intent of the parties to take all necessary steps through job targeting to ensure the survival and orderly growth of the organized masonry construction industry, and specifically masonry restoration work and the role of Mason Tenders in the industry.
2. In recognition of this understanding, it is agreed that when there is a Masonry Restoration project in the ICI sector that is being tendered where there is a non-union contractor or contractor bound to a competing union with terms and conditions more favourable to that contractor securing the work, it is agreed that the Union, Local 527 and OMCA will execute a job target with respect to that project in order to assist employers bound to the Trade Appendix for Masonry Tenders ("Appendix") to secure the project.

3. If the Union, Local 527, and OMCA cannot reach an agreement on terms and conditions for a job target with respect to a Masonry Restoration project, the parties agree that OMCA may refer the matter to final and binding determination by an Arbitrator chosen from a list to be agreed upon by the parties within 90 days of the ratification of the ICI Collective Agreement.

(a.) OMCA may make a proposal for amendments to the Appendix which would apply to the targeted project.

(b.) The amendments proposed for a targeted project by OMCA may only concern the following matters:

i. Total wage package, including overtime and shift differentials (but not including the breakdown of the total wage package);

ii. Hours of work.

4. The person selected to arbitrate any matter pursuant to paragraph five (5) below shall, at the request of either party, mediate those matters, but in no case shall the time periods in paragraph five (5) be exceeded.

5. OMCA shall submit its final position with regard to amendments to the Appendix to the Arbitrator with a copy to the Union and Local 527 and the Union and Local 527 shall likewise submit its final proposal for amendment (if any) to the Appendix to the Arbitrator.

6. It is agreed that in making their proposals neither party shall refer to the BACU/OPC ICI Collective Agreement.

7. The Arbitrator shall, at his or her sole discretion, hold hearings or request further clarification from either party, and if satisfied that the terms of the Appendix place the Employer(s) at a competitive disadvantage, the Arbitrator shall choose the Proposal for Amendment to the Appendix which removes the competitive disadvantage. Such selection shall be made within fourteen (14) calendar days of the date of the referral by OMCA and shall amend the Appendix as proposed. The Arbitrator shall provide reasons for his or her selection if requested by the parties.

8. The Arbitrator shall select the final proposal which most achieves the objective of ensuring that the employer is competitive with the least changes to the Appendix.

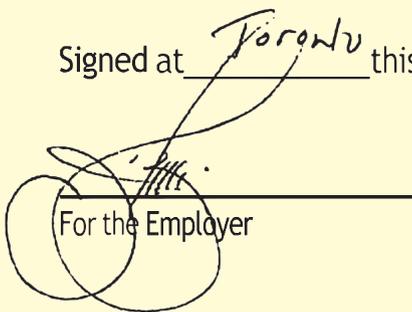
9. No amendment(s) pursuant to this Letter of Understanding will have application following the completion of the targeted project.

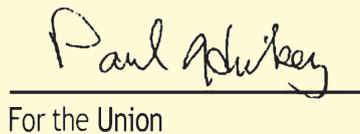
10. Where OMCA has made a final proposal pursuant to this Letter of Understanding, and such proposal has been rejected by an Arbitrator, no proposal with regard to the same amendment(s) will be made within one (1) year of the rejection.

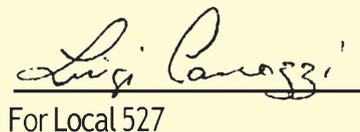
11. It is agreed that no current employee of an employer shall be forced to work under any terms and conditions imposed by an Arbitrator under this clause. It is understood that this is not a guarantee of employment under existing terms on the targeted project. It is further understood that no employee will be terminated or otherwise discriminated against for refusing to work under terms and conditions imposed by an arbitrator on a targeted project as long as the employer has work available elsewhere.

12. This letter of understanding shall expire effective April 30, 2016 with the expiry of the 2013 to 2016 ICI Collective Agreement and shall not renew unless mutually agreed to by the parties.

Signed at Toronto this 11<sup>th</sup> day of April 2013.

  
\_\_\_\_\_  
For the Employer

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Local 527



# **CEMENT FINISHERS APPENDIX**

## **B E T W E E N :**

**Cement Finishing Labour Relations Association**

- and -

**Labourers' International Union of North America, and  
Labourers' International Union of North America,  
Ontario Provincial District Council**

forming an integral part of the Collective Agreement between:

**Construction Labour Relations Association of Ontario;  
Ontario Masonry Contractors Association;  
Industrial Contractors Association of Canada;  
Waterproofing Contractors Association of Ontario;  
Cement Finishing Labour Relations Association**

(hereinafter called the "Employer Bargaining Agency" or "E.B.A.")

OF THE FIRST PART

- and -

**Labourers' International Union of North America and the  
Labourers' International Union of North America,  
Ontario Provincial District Council, on behalf of its  
affiliated Local Unions 183, 493, 506, 527,  
607, 625, 837, 1036, 1059 and 1089;**

(hereinafter called the "Union")

OF THE SECOND PART

## **ARTICLE 1 - SCOPE**

1.01 The Employer recognizes the Labourers' International Union of North America, Ontario Provincial District Council as the sole and exclusive bargaining agency for all employees for whom the Union has bargaining rights engaged in concrete finishing work as defined in Article 16 - Jurisdiction of this Appendix for the province of Ontario.

This Appendix shall also apply to all other Employers who are engaged as concrete floor finishing contractors and for whose employees the Union has bargaining rights.

## **ARTICLE 2 - HIRING AND UNION SECURITY**

2.01 The Employer agrees to employ only members who are in good standing with Local Unions affiliated to the Labourers' International Union of North America, Ontario Provincial District Council, for work coming within the scope of this Appendix.

2.02 The Employer agrees whenever possible to notify the Local Union at least twenty-four (24) hours prior to performing work within the geographic jurisdiction of the Local Union. The Employer agrees that when hiring new employees covered by this Appendix, he shall call the Local Union office at least twenty-four (24) hours in advance for his needed supply of men; over fifty (50) kilometres, forty-eight (48) hours advance notice.

2.03 Providing members of the Union are not available, the Employer may obtain his needed supply of cement masons elsewhere and shall inform the Local Union of the names of such men on the date of their employment, and the Business Representative of the Local Union shall be granted permission to interview them with a view of recruiting them into Union membership. In the event that any such man does not elect to become a member of the Local Union within thirty (30) working days following his employment, he shall cease to be employed by the Employer.

2.04 The Employer may request by name the recall of an employee who has worked during the preceding twelve (12) months for that Employer, provided that the Employer shall give preference to the most senior employees who are currently on layoff if these employees can perform the work available.

2.05 Each employee shall, when working in a position within the bargaining unit described herein, be required as a condition of employment to have his regular monthly dues checked off. The Employer agrees to make such deduction from the pay of each employee at the beginning of each calendar month and to remit same not later than the fifteenth (15th) day of the month following such deduction to the Financial Secretary-Treasurer of the Local Union.

2.06 The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made and also the names of the employees who have left the employ of the Employer since the last payment and the names of the employees who have been hired by the Employer, together with their addresses. The Employer shall have the right to send employees from his principal centre of operations to perform work covered by this Appendix to work anywhere within the Province of Ontario. When the Employer desires to hire general labourers, they shall be governed by the provisions of the Master Agreement and Local Union Schedules.

2.07 It is agreed and understood that personnel who are not members of the bargaining unit, including supervisors, cannot perform bargaining unit work regardless of their Union affiliation.

2.08 The union agrees that when the Employer has a requirement for additional manpower they will be provided training in WHMIS, "Working at heights (WAH), that is mandated through provincial legislation. Any additional training because of job site requirements will be paid by the Employer.

2.09 All grievances impacting Cement Finishing, Epoxy Flooring, Concrete Polishing, Parking Garage or other restoration (with the exception of masonry restoration) contractors and/or citing a violation of this Appendix shall be copied to the CFLRA and any referral to arbitration shall be provided to the CFLRA at the time of referral, naming the CFLRA an interested party.

## ARTICLE 3 - SUB-CONTRACTING

3.01 The Employer agrees not to sublet work, as defined in Article 16 of this Appendix, to Employers who are not in contractual relations with the Union as in accordance with the Master Portion.

## ARTICLE 4 - HOURS OF WORK

4.01 The regular workday shall be from 6:30 a.m. to 4:30 p.m. with a thirty (30) minute lunch period, from Monday to Friday inclusive and the regular workweek shall consist of forty (40) hours.

4.02 All work done in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2x) of the regular rate for all excess hours so worked, except as outlined in Article 6 - Premium Rate for Irregular Starting Time.

4.03 An employee will be allowed to have one paid work break of ten (10) minutes during each half of his shift near midpoint.

## ARTICLE 5 - OVERTIME

5.01 Any employee commencing a shift on Friday or on Thursday prior to Good Friday, which runs into overtime, shall be paid time and one-half (1 1/2x) his regular rate for such overtime until 6:00 a.m. and then double time (2x) thereafter.

5.02 All work performed on Saturdays and Sundays and the following recognized holidays shall be paid at double (2x) the regular rate of wages:

- |                    |                  |
|--------------------|------------------|
| (a) New Year's Day | Labour Day       |
| Good Friday        | Thanksgiving Day |
| Victoria Day       | Christmas Day    |
| Dominion Day       | Boxing Day       |
| Civic Holiday      | Family Day       |

Whenever Heritage Day shall be declared a holiday under the Employment Standards Act, work done on Heritage Day shall be paid at double time (2x) the current wage rates as defined in Article 11.

(b) If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment of holidays.

(c) When any of the above-named holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

## **ARTICLE 6 – PREMIUM RATE FOR IRREGULAR STARTING TIME**

6.01 (a) Local 506; Effective May 1st, 2019, employees of floor finishing contractors who start work on / or after 12:00 noon will be given a guarantee of eight (8) hours pay at a premium four dollars and thirty cents (\$4.30) on May 1, 2019 over his regular rate for each hour worked and time and one half (1 1/2x) for work over eight (8) hours at regular rates.

(b) All other locals effective May 1st, 2019, employees of floor finishing contractors who start work on / or after 12:00 noon will be given a guarantee of eight (8) hours pay at a premium of three dollars and ninety cents (\$3.90) over his regular rate for each hour worked and time and one half (1 1/2x) for work over eight (8) hours at regular rates.

(c) Any employee who is called to commence work to perform soft cutting (concrete) on or after twelve midnight shall receive a guaranteed minimum of eight (8) hours pay at time and one-quarter (1-1/4x) his regular rate of pay. As well, after eight (8) hours of work, he shall receive time and one-half (1 1/2x) his regular rate of pay.

6.02 Any man who is called in to commence work after 5:30 p.m. will be paid time and one-half (1 1/2x) his regular rate of pay for all hours worked. Any man who is called in to commence work after midnight will be paid double (2x) his regular rate of pay for all hours worked.

6.03 Shift work shall be defined as a continuous concrete pour of not less than seventy-two (72) hours duration and shall not be put into operation until three (3) shifts can be employed for not less than three (3) consecutive days. Saturdays, Sundays and holidays shall not be regarded as shift workdays.

6.04 When such shift system is put into operation, the hours of work And pay rates shall be as follows:

(a) First shift from 8:00 a.m. to 4:00 p.m. with one-half (1/2) hour off for lunch for eight (8) hours pay at regular straight time rates.

(b) Second shift from 4:00 p.m. to 12:00 midnight with one-half (1/2) hour off for lunch for ten (10) hours pay at regular straight time rates.

(c) Third shift from 12:00 midnight to 8:00 a.m. with one-half (1/2) hour off for lunch for twelve (12) hours pay at regular hourly straight time rates.

6.05 When shifts are worked or continued on Saturdays, Sundays and holidays, premium pay shall be based on the hours specified in the above as follows: First shift sixteen (16) hours pay at regular hourly straight time rates; Second shift eighteen (18) hours pay at regular hourly straight time rates; Third shift twenty (20) hours pay at regular hourly straight time rates.

6.06 (a) Any employee who is called to commence work to perform Soft cutting (concrete) after 4:30 p.m., shall receive a premium of three dollars (\$3.00) per hour over his regular rate of pay for each hour worked. As well, after eight (8) hours of work, he shall receive time and one-half (1 1/2x) his regular rate of pay.

(b) Effective July 1, 2001, any employee who is called to commence work to perform softcutting (concrete) on or after twelve midnight shall receive a guaranteed minimum of eight (8) hours pay at time and one-quarter (1-1/4x) his regular rate of pay. As well, after eight (8) hours of work, he shall receive time and one-half (1 1/2x) his regular rate of pay.

(c) It is understood that the above premium shall be paid on the basis of a regular workweek. Outside the regular workweek, overtime premiums apply.

## **ARTICLE 7 - MAKE-UP TIME (EXCLUDING LOCAL 527 OTTAWA)**

7.01 Where time is lost during regular work hours on exterior work or other work affected by inclement weather (excluding hot mastic traffic topping work), voluntary make-up hours may be worked at straight time, but not to exceed two (2) hours in any one day during the regular workweek, or eight (8) hours on Saturday up to a maximum of eight (8) hours in any week.

It is understood and agreed that such make-up hours must be worked on the same project in which they were lost in the calendar week.

The above shall not be construed as a guarantee that there is any daily or weekly number of hours available.

The same employees who were cancelled, should have the first right of refusal.

## **ARTICLE 8 - IN-PLANT REPAIR/OCCUPIED PREMISES**

8.01 Occupied premises shall be defined as commercial and institutional facilities and industrial in-plant sites on which it is impractical to perform work during the regular business hours applicable to such business. Work within such facilities may be performed under the following conditions:

(a) Eight hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.

(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days. Local 506 overtime rate of time and one-half (1 1/2x) will be paid for hours worked outside the normal forty (40) hour workweek.

(c) Rates of pay referred to herein shall be in accordance with the applicable Local Area Schedules.

## **ARTICLE 9 - REPORTING ALLOWANCE**

9.01 When an employee reports for work at the Employer's job site or shop unless directed not to report the previous day by his Employer, and for whom no work is available due to reasons other than inclement weather, shall receive a minimum of four (4) hours reporting time plus travel time if he reports to work.

9.02 Three (3) hours reporting time plus travel time shall be paid by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather, unless reasonable prior notice is given to the employee not to report by the Employer before the start of that workday.

9.03 Once an employee commences work he/she shall be guaranteed four (4) Hours pay at the applicable hourly rate; if an employee continues to work after His/her lunch break the employee shall be guaranteed a total of eight (8) hours pay at the applicable hourly rate and shall also remain to perform other work within his/her Craft if requested by the foreman.

## **ARTICLE 10 - WORK CALL-IN**

10.01 Scheduling of concrete pours shall be determined prior to 4:30 p.m. the day before such pours and the Employer will give floor finishers currently employed by such Employer a minimum of fifteen (15) hours notice if they have to commence work at or before 8:00 a.m.; four (4) hours notice shall be given on second and third call-ins. The Employer will endeavour to restrict the calling of men to commence work after 10:00 a.m. unless job conditions require same.

10.02 Minimum time off between shifts shall be eight (8) hours or by mutual consent.

## ARTICLE 11 - TRAVELLING EXPENSES

11.01 All work in the Metropolitan areas will be paid as per the established existing Agreements in the industry. When there is no established zone system, then the Local Labourers' Agreement rates will apply.

11.02 These travelling expenses are paid regardless of point of residence.

11.03 Toronto

Zone 1. Shall be the area enclosed by Highway 7, Highway 10, Morningside and Lake Ontario.

Zone 2. Shall be the area between Zone 1 and King Side Road, Westney Road and Winston Churchill Blvd.

Travel Allowance

Zone 1. Parking will be paid.

Zone 2. Effective May 1, 2007, increase to eight dollars (\$8.00) per day plus parking.

Work on the Toronto Islands will be deemed to be within Zone 2.

Outside

Zone 2 - Twenty cents (\$0.20) per kilometre per day and eight dollars (\$8.00) per day, plus parking.

In addition to the above, effective May 1, 2010, a person required to drive his own vehicle shall receive an additional fifty-four cents (\$0.54) per kilometre.

When an Employee is required to travel from job to job in the same work day, he/she shall be paid all hours spent travelling at his/her regular hourly rate or premium rate as may be applicable.

Travel and lodging for members of Board Areas 4, 5, 6, 27, 28 shall be defined in the local union schedule.

Employees shall have the option to go to the yard or meet directly on the job site, regardless proper travel time shall be paid (except car allowance mileage shall not apply if the employee chooses to go to the job site).

11.04 Where transportation is being provided to cement masons, the Employer shall be responsible for insuring the employee in case of accident, either by Workers' Compensation or other adequate means.

11.05 When an employee supplies his own vehicle, he shall not be required to carry equipment other than that which he can carry on public transportation.

11.06 Employees required to stay overnight shall receive a meal allowance of fifty seven dollars and fifty cents (\$57.50) per day effective May 1, 2013 and sixty dollars (\$60.00) per day effective May 1, 2014 for each day they are away or actual cost on presentation of receipts and shall be provided with clean and adequate lodging. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The employer shall pay for shared accommodation provided that both persons/employee agree to share such a room. The maximum persons/employee shall be two persons/employees per room.

11.07 Travel and lodging for members of Local 1059 shall be as defined in Articles 9 and 10 contained in the Local Union Schedule for Local 1059.

11.08 Employees working out of town are entitled to stay overnight if workday and travel time exceed fourteen (14) hours per day. Should an Employee decide to stay overnight, they shall be entitled to the meal allowance as per 11.06. Should an employee decide to not stay overnight, they shall be provided with dinner or an allowance of thirty dollars (\$30.00).

## ARTICLE 12 - RATES OF WAGES

12.01 Cement finishers shall receive a minimum differential of two dollars and eighty cents (\$2.80) per hour above the base labourer's rate. Where the present differential between the base labourer's rate and the cement mason's rate, it shall remain.

12.02 The total wage package payable shall be the higher of the employees' home Local Schedule or the Local Schedule where the work is being performed. In no case shall the total wage and benefit package payable be less than the Local Schedule.

## 12.03 CEMENT MASON'S – RATES & CLASSIFICATIONS

Local 183 Kingston - Cement Finishers										
Effective Date	Hourly Rate	Vac Pay	Welfare Fund	Group Legal	Pension Fund	Training Fund	Local Fund 1	Retiree Fund	Promo Fund	Total Pkg.
19/05/19	33.61	3.36	3.10	0.05	5.20	0.30	1.75	0.10	0.05	47.52
03/05/20	33.93	3.39	3.35	0.05	5.40	0.30	1.75	0.20	0.10	48.47
02/05/21	34.20	3.42	3.60	0.05	5.70	0.30	1.75	0.30	0.15	49.47

Local 493 - Cement Finishers Appendix												
Effective Date	Hourly Rate	Vac Pay	Welfare & Scholar. Fund	Pension	Training Fund	Organizing Fund	Tri-Fund	Supplemental Pension	Total Pkg.	W.D. Ded	OPDC Dues	Ind. Fund
19/05/19	27.99	2.8	2.35	6	0.9	0.45	0.05	3.55	44.09	3%	0.4	0.51
03/05/20	28.3	2.83	2.45	6.15	1	0.45	0.05	3.71	44.94	3%	0.4	0.51
02/05/21	28.72	2.87	2.6	6.25	1	0.45	0.05	4	45.94	3%	0.4	0.51



# LOCAL 506 – CEMENT FINISHERS WAGE AND CLASSIFICATION SCHEDULE (continued)

**Cement Finisher 1st Year Apprentice - 60% Of Journey Person Rate 1000 Hours (No Pension)**

Local 506	Effective Date	Basic		Vacation		Welfare		Training		Tri-		Legal		Total		Industry		OPDC		Scholar		Working		Strike		Retiree	
		Rate		Pay		Dental	Pension	Fund		Fund		Fund		Package	Fund		Fund		Dues	Fund		Fund		Dues	Fund		Fund
Current	5/1/2018	\$22.83		\$2.28		\$3.00	\$0.00	\$0.75		\$0.05		\$0.07		<b>\$28.98</b>	\$0.51	\$0.40	\$0.03	3%	\$0.05		\$0.05		\$0.05		\$0.25		
	5/19/2019	\$23.19		\$2.32		\$3.25	\$0.00	\$0.80		\$0.05		\$0.07		<b>\$29.68</b>	\$0.51	\$0.40	\$0.03	3%	\$0.05		\$0.05		\$0.05		\$0.25		
	5/3/2020	\$23.62		\$2.36		\$3.50	\$0.00	\$0.90		\$0.05		\$0.07		<b>\$30.50</b>	\$0.51	\$0.40	\$0.03	3%	\$0.05		\$0.05		\$0.05		\$0.25		
	5/2/2021	\$24.09		\$2.41		\$3.75	\$0.00	\$1.00		\$0.05		\$0.07		<b>\$31.37</b>	\$0.51	\$0.40	\$0.05	3%	\$0.05		\$0.05		\$0.05		\$0.25		

**Cement Finisher 2nd Year Apprentice - 70% Of Journey Person Rate 1500 Hours (Full Benefits)**

Local 506	Effective Date	Basic		Vacation		Welfare		Training		Tri-		Legal		Total		Industry		OPDC		Scholar		Working		Strike		Retiree	
		Rate		Pay		Dental	Pension	Fund		Fund		Fund		Package	Fund		Fund		Dues	Fund		Fund		Dues	Fund		Fund
Current	5/1/2018	\$26.64		\$2.66		\$3.00	\$9.00	\$0.75		\$0.05		\$0.07		<b>\$42.17</b>	\$0.51	\$0.40	\$0.03	3%	\$0.05		\$0.05		\$0.05		\$0.25		
	5/19/2019	\$27.06		\$2.71		\$3.25	\$9.05	\$0.80		\$0.05		\$0.07		<b>\$42.99</b>	\$0.51	\$0.40	\$0.03	3%	\$0.05		\$0.05		\$0.05		\$0.25		
	5/3/2020	\$27.56		\$2.76		\$3.50	\$9.15	\$0.90		\$0.05		\$0.07		<b>\$43.99</b>	\$0.51	\$0.40	\$0.03	3%	\$0.05		\$0.05		\$0.05		\$0.25		
	5/2/2021	\$28.11		\$2.81		\$3.75	\$9.30	\$1.00		\$0.05		\$0.07		<b>\$45.09</b>	\$0.51	\$0.40	\$0.05	3%	\$0.05		\$0.05		\$0.05		\$0.25		

Deducted from Worker



## Article 12.03 (Continued)

### - Cement Mason's – Rates & Classification

#### LIUNA LOCAL 527

As per Local 527 Cement Finishers Schedule.

Employers to pay Employer Fund in accordance with Article 22 of Cement Finishers Appendix.

#### LIUNA LOCAL 607 - Thunder Bay

All terms and conditions as provided for in the Agreement between the Cement Finishers Division of the Construction Association of Thunder Bay Inc. and Local 607, are incorporated in and form part of this Agreement and in the event of conflict, shall prevail over the general terms of this Agreement and Appendix

#### LIUNA LOCAL 625 - Windsor

All terms and conditions as provided in the Local Union Schedule.

#### LIUNA LOCAL 837 - HAMILTON

Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8% Health & Welfare	Legal Fund	Schol. Fund	Pension	Train. Fund	Occup. Health	TRI-Fund	TOTAL Pkg.	** Admin. Fund	** OPDC Dues	Plus HST IND. Fund
<b>Cement Finisher</b>													
19/05/19	34.43	3.44	2.25	0.20	0.15	9.00	0.62	0.05	0.05	50.19	3%	0.40	0.51
03/05/20	34.93	3.49	2.30	0.20	0.15	9.30	0.62	0.05	0.05	51.09	3%	0.40	0.51
02/05/21	35.52	3.55	2.35	0.20	0.15	9.60	0.62	0.05	0.05	52.09	3%	0.40	0.51
<b>Cement Finisher - 1st Year Apprentice (60%) 1000 hours</b>													
19/05/19	20.66	2.07	2.25	0.20	0.15	0.00	0.62	0.05	0.05	26.05	3%	0.40	0.51
03/05/20	20.96	2.10	2.30	0.20	0.15	0.00	0.62	0.05	0.05	26.43	3%	0.40	0.51
02/05/21	21.31	2.13	2.35	0.20	0.15	0.00	0.62	0.05	0.05	26.86	3%	0.40	0.51
<b>Cement Finisher - 2nd Year Apprentice (70%) 1500 hours</b>													
19/05/19	24.10	2.41	2.25	0.20	0.15	9.00	0.62	0.05	0.05	38.83	3%	0.40	0.51
03/05/20	24.45	2.45	2.30	0.20	0.15	9.30	0.62	0.05	0.05	39.57	3%	0.40	0.51
02/05/21	24.86	2.49	2.35	0.20	0.15	9.60	0.62	0.05	0.05	40.37	3%	0.40	0.51
<b>Cement Finisher - 3rd Year Apprentice (85%) 1500 hours</b>													
19/05/19	29.27	2.93	2.25	0.20	0.15	9.00	0.62	0.05	0.05	44.52	3%	0.40	0.51
03/05/20	29.69	2.97	2.30	0.20	0.15	9.30	0.62	0.05	0.05	45.33	3%	0.40	0.51
02/05/21	30.19	3.02	2.35	0.20	0.15	9.60	0.62	0.05	0.05	46.23	3%	0.40	0.51
<b>** Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.</b>													

## Article 12.03 (Continued)

### - Cement Mason's – Rates & Classification

LIUNA LOCAL 837 - NIAGARA													
Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8% Health & Welfare	Legal Fund	Schol. Fund	Pension	Train. Fund	Occup. Health	TRI-Fund	TOTAL Pkg.	** Admin. Fund	** OPDC Dues	Plus HST IND. Fund
<b>Cement Finisher</b>													
19/05/19	33.80	3.38	2.25	0.20	0.15	9.00	0.62	0.05	0.05	49.50	3%	0.40	0.51
03/05/20	34.30	3.43	2.30	0.20	0.15	9.30	0.62	0.05	0.05	50.40	3%	0.40	0.51
02/05/21	34.89	3.49	2.35	0.20	0.15	9.60	0.62	0.05	0.05	51.40	3%	0.40	0.51
<b>Cement Finisher - 1st Year Apprentice (60%) 1000 hours</b>													
19/05/19	20.28	2.03	2.25	0.20	0.15	0.00	0.62	0.05	0.05	25.63	3%	0.40	0.51
03/05/20	20.58	2.06	2.30	0.20	0.15	0.00	0.62	0.05	0.05	26.01	3%	0.40	0.51
02/05/21	20.93	2.09	2.35	0.20	0.15	0.00	0.62	0.05	0.05	26.44	3%	0.40	0.51
<b>Cement Finisher - 2nd Year Apprentice (70%) 1500 hours</b>													
19/05/19	23.66	2.37	2.25	0.20	0.15	9.00	0.62	0.05	0.05	38.35	3%	0.40	0.51
03/05/20	24.01	2.40	2.30	0.20	0.15	9.30	0.62	0.05	0.05	39.08	3%	0.40	0.51
02/05/21	24.42	2.44	2.35	0.20	0.15	9.60	0.62	0.05	0.05	39.88	3%	0.40	0.51
<b>Cement Finisher - 3rd Year Apprentice (85%) 1500 hours</b>													
19/05/19	28.73	2.87	2.25	0.20	0.15	9.00	0.62	0.05	0.05	43.92	3%	0.40	0.51
03/05/20	29.16	2.92	2.30	0.20	0.15	9.30	0.62	0.05	0.05	44.75	3%	0.40	0.51
02/05/21	29.66	2.97	2.35	0.20	0.15	9.60	0.62	0.05	0.05	45.65	3%	0.40	0.51
<b>** Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.</b>													

LIUNA LOCAL 837 - WATERLOO, BRANT, NORFOLK													
Effective Date	Hourly Wage	VAC Pay 10%	Plus PST 8% Health & Welfare	Pension	Train. Fund	TRI-Fund	TOTAL Pkg.	** Admin. Fund	** OPDC Dues	Plus HST IND. Fund			
<b>Cement Finisher</b>													
19/05/19	33.54	3.35	3.25	6.75	0.25	0.05	47.19	3%	0.40	0.51			
03/05/20	34.13	3.41	3.25	7.00	0.25	0.05	48.09	3%	0.40	0.51			
02/05/21	34.58	3.46	3.25	7.50	0.25	0.05	49.09	3%	0.40	0.51			
<b>** Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.</b>													

## Article 12.03 (Continued)

### - Cement Mason's – Rates & Classification

<b>LOCAL 1059- ICI CEMENT MASONS</b>											
<b>MIDDLESEX, ELGIN, OXFORD, HURON, BRUCE, PERTH</b>											
<b>CEMENT FINISHER</b>											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	RRSP	Industry
May 19/19	\$ 36.68	\$ 3.67	\$ 3.20	\$ 5.49	\$ 0.05	\$ 0.50	\$ 49.59	\$ 0.92	\$ 0.40	\$ 2.00	\$ 0.51
May 3/20	\$ 37.39	\$ 3.74	\$ 3.20	\$ 5.49	\$ 0.05	\$ 0.60	\$ 50.47	\$ 0.93	\$ 0.40	\$ 2.00	\$ 0.51
May 2/21	\$ 38.09	\$ 3.81	\$ 3.30	\$ 5.49	\$ 0.05	\$ 0.60	\$ 51.34	\$ 0.95	\$ 0.40	\$ 2.00	\$ 0.51
<b>3rd YEAR APPRENTICE - 85%</b>											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	RRSP	Industry
May 19/19	\$ 31.18	\$ 3.12	\$ 3.20	\$ 5.49	\$ 0.05	\$ 0.50	\$ 43.54	\$ 0.92	\$ 0.40	\$ 2.00	\$ 0.51
May 3/20	\$ 31.78	\$ 3.18	\$ 3.20	\$ 5.49	\$ 0.05	\$ 0.60	\$ 44.30	\$ 0.93	\$ 0.40	\$ 2.00	\$ 0.51
May 2/21	\$ 32.38	\$ 3.24	\$ 3.30	\$ 5.49	\$ 0.05	\$ 0.60	\$ 45.06	\$ 0.95	\$ 0.40	\$ 2.00	\$ 0.51
<b>2nd YEAR APPRENTICE - 70%</b>											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	RRSP	Industry
May 19/19	\$ 25.68	\$ 2.57	\$ 3.20	\$ 5.49	\$ 0.05	\$ 0.50	\$ 37.49	\$ 0.92	\$ 0.40	\$ 2.00	\$ 0.51
May 3/20	\$ 26.17	\$ 2.62	\$ 3.20	\$ 5.49	\$ 0.05	\$ 0.60	\$ 38.13	\$ 0.93	\$ 0.40	\$ 2.00	\$ 0.51
May 2/21	\$ 26.66	\$ 2.67	\$ 3.30	\$ 5.49	\$ 0.05	\$ 0.60	\$ 38.77	\$ 0.95	\$ 0.40	\$ 2.00	\$ 0.51
<b>1st YEAR APPRENTICE - 60%</b>											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	RRSP	Industry
May 19/19	\$ 22.01	\$ 2.20	\$ 3.20	\$ -	\$ 0.05	\$ 0.50	\$ 27.96	\$ 0.92	\$ 0.40	\$ 2.00	\$ 0.51
May 3/20	\$ 22.43	\$ 2.24	\$ 3.20	\$ -	\$ 0.05	\$ 0.60	\$ 28.53	\$ 0.93	\$ 0.40	\$ 2.00	\$ 0.51
May 2/21	\$ 22.85	\$ 2.29	\$ 3.30	\$ -	\$ 0.05	\$ 0.60	\$ 29.09	\$ 0.95	\$ 0.40	\$ 2.00	\$ 0.51
<b>CEMENT FINISHER - GREY</b>											
Effective Date	Hourly Wage Rate	Vacation Pay (10%)	Welfare	Pension	Tri-Fund	Training	Total Package	Union Admin	OPDC Admin	RRSP	Industry
May 19/19	\$ 32.52	\$ 3.25	\$ 3.25	\$ 6.50	\$ 0.05	\$ 0.50	\$ 46.07	\$ 0.92	\$ 0.40	\$ 0.51	\$ 0.51
May 3/20	\$ 33.25	\$ 3.32	\$ 3.25	\$ 6.50	\$ 0.05	\$ 0.60	\$ 46.97	\$ 0.93	\$ 0.40	\$ 0.51	\$ 0.51
May 2/21	\$ 34.11	\$ 3.41	\$ 3.30	\$ 6.50	\$ 0.05	\$ 0.60	\$ 47.97	\$ 0.95	\$ 0.40	\$ 0.51	\$ 0.51

# Article 12.03 (Continued)

## - Cement Mason's - Rates & Classification

Article 12.03 (Continued) Cement Mason's - Rate's & Classifications												
CEMENT FINISHER												
EFFECTIVE DATE	HOURLY RATE	VACATION PAY 10%	WELFARE BENEFIT	PENSION	TRAINING FUND	GRSP	TRI-FUND	TOTAL PACKAGE	WD DED	OPDC DUES	EMP PROV.	
May-19	\$ 35.04	\$ 3.50	\$ 2.65	\$ 6.60	\$ 0.65	\$ 1.75	\$ 0.05	\$ 50.24	\$ 1.51	\$ 0.40	\$ 0.51	
May-20	\$ 35.58	\$ 3.56	\$ 2.75	\$ 6.80	\$ 0.70	\$ 1.75	\$ 0.05	\$ 51.19	\$ 1.54	\$ 0.40	\$ 0.51	
May-21	\$ 36.17	\$ 3.62	\$ 2.85	\$ 7.00	\$ 0.70	\$ 1.75	\$ 0.05	\$ 52.14	\$ 1.56	\$ 0.40	\$ 0.51	
CEMENT FINISHER 3RD YEAR APPRENTICE (85%)												
EFFECTIVE DATE	HOURLY RATE	VACATION PAY 10%	WELFARE BENEFIT	PENSION	TRAINING FUND	GRSP	TRI-FUND	TOTAL PACKAGE	WD DED	OPDC DUES	EMP PROV.	
May-19	\$ 29.78	\$ 2.98	\$ 2.65	\$ 6.60	\$ 0.65	\$ 1.75	\$ 0.05	\$ 44.46	\$ 1.51	\$ 0.40	\$ 0.51	
May-20	\$ 30.24	\$ 3.02	\$ 2.75	\$ 6.80	\$ 0.70	\$ 1.75	\$ 0.05	\$ 45.31	\$ 1.54	\$ 0.40	\$ 0.51	
May-21	\$ 30.74	\$ 3.07	\$ 2.85	\$ 7.00	\$ 0.70	\$ 1.75	\$ 0.05	\$ 46.16	\$ 1.56	\$ 0.40	\$ 0.51	
CEMENT FINISHER 2ND YEAR APPRENTICE (70%)												
EFFECTIVE DATE	HOURLY RATE	VACATION PAY 10%	WELFARE BENEFIT	PENSION	TRAINING FUND	GRSP	TRI-FUND	TOTAL PACKAGE	WD DED	OPDC DUES	EMP PROV.	
May-19	\$ 24.52	\$ 2.45	\$ 2.65	\$ 6.60	\$ 0.65	\$ 1.75	\$ 0.05	\$ 38.67	\$ 1.51	\$ 0.40	\$ 0.51	
May-20	\$ 24.90	\$ 2.49	\$ 2.75	\$ 6.80	\$ 0.70	\$ 1.75	\$ 0.05	\$ 39.44	\$ 1.54	\$ 0.40	\$ 0.51	
May-21	\$ 25.32	\$ 2.53	\$ 2.85	\$ 7.00	\$ 0.70	\$ 1.75	\$ 0.05	\$ 40.20	\$ 1.56	\$ 0.40	\$ 0.51	
CEMENT FINISHER 1ST YEAR APPRENTICE (60%)												
EFFECTIVE DATE	HOURLY RATE	VACATION PAY 10%	WELFARE BENEFIT	PENSION	TRAINING FUND	GRSP	TRI-FUND	TOTAL PACKAGE	WD DED	OPDC DUES	EMP PROV.	
May-19	\$ 21.00	\$ 2.10	\$ 2.65	-	\$ 0.65	\$ 1.75	\$ 0.05	\$ 28.20	\$ 1.51	\$ 0.40	\$ 0.51	
May-20	\$ 21.35	\$ 2.14	\$ 2.75	-	\$ 0.70	\$ 1.75	\$ 0.05	\$ 28.74	\$ 1.54	\$ 0.40	\$ 0.51	
May-21	\$ 21.70	\$ 2.17	\$ 2.85	-	\$ 0.70	\$ 1.75	\$ 0.05	\$ 29.22	\$ 1.56	\$ 0.40	\$ 0.51	

## ARTICLE 13 - CLASSIFICATIONS - APPRENTICES

13.01 Apprentices employed under the jurisdiction of the Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

13.02 Any apprentice refusing to attend or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause for suspension or discharge from employment within the terms of this Agreement.

13.03 All apprentices shall be governed by the Ministry of Labour regulations pertaining to the Trades Qualification and Apprenticeship Act. Apprentice Committee between the Union and management to be set up and meet semi-annual to discuss apprenticeship program.

13.04 (a) First Year Apprentice:

- one thousand (1,000) hours at 60 percent (60%) of effective journeyman's rate (no pension payable).

(b) Second Year Apprentice:

- Fifteen hundred (1500) hours at 70 percent (70%) of effective journeyman rate.

(c) Third Year Apprentice:

- Fifteen hundred (1500) hours at eighty-percent (85%) of the effective journeyman rate.

A journeyman certificate issued by the LIUNA Training Centre confirming the successful completion of the Cement Masons / Finishers Program acceptable to the CFLRA and the Union will be recognized by the Employer.

Final decision on issuing the journeyman's certificate to be agreed upon between LIUNA and CFLRA.

(d) All terms and conditions of this Agreement shall apply to all apprentices except for first year apprentices who will receive, effective July 1, 2019, ten percent (10%) vacation pay and pension contributions will commence at the beginning of the second (2nd) year.

(e) After the three (3) year term, a review by the Union and the Employer may take place as to the capabilities of said Apprentice(s). By mutual agreement of the parties, the term of the Apprenticeship could be extended for an additional six (6) month period.

(f) As in accordance with the policy established by the Union/ Management, a committee to be established to meet and make recommendations to the Ministry of Training, Colleges and Universities.

13.05 Upon completion of three (3) years apprenticeship training, the apprentice must make application to become a journeyman. Production of the Journeyman's Certificate shall entitle him to journeyman's rate then in effect.

The ratio of apprentices shall not exceed one (1) apprentice to every three (3) Journeymen.

## **ARTICLE 14 - TRAINING FUNDS**

14.01 (a) In accordance with Article 18 - Trust Funds of the Master Agreement, the Employer agrees to contribute to the appropriate Training Plan, at the rate provided for in Article 12 - Rates of Wages, for each hour earned by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

(b) Cement finisher skills upgrading course will be developed through a jointly managed Union and CFLRA apprenticeship committee and implemented through a LIUNA Training Centre.

## ARTICLE 15 - CEMENTMASONS FOREMAN

15.01 Whenever six (6) or more cement masons are working on a job, there will be a working foreman who shall be a member of a Local Union and he shall be under the direction of the Employer as his agent, except in instances when the Employer personally directs the job.

A foreman shall receive a minimum of ten percent (10%) above the Cement Finisher Journeyman's rate.

## ARTICLE 16 - JURISDICTION

16.01 The operation of conveyor equipment, the operation and control of all types of vacuum mat used in the drying of cement floors in preparing same for finish, the operation of power driven floats and trowelling machines is the work of the cement masons. The finishing or washing of all concrete construction including silos, application of concrete sealers, patterned concrete whether done by stamping or other means of impression, installation of fillers or sealants to floor joints and sitework including walkways, roadways and ramps, elevators and smoke stacks, using any colour pigment when mixed with cement in any other form - mosaic and nail coat whether done by brush, broom, trowel, float or any other process including the operation of machines for scoring floors, saw cutting, or for any other purposes used in connection with the cement mason's trade. The rodding or screeding and tamping of all concrete floors and the finishing of all top materials, sills, coping, steps, stairs and risers shall be the work of the cement masons; It is agreed that where the Union has been notified and is unable to supply cement masons, the Employer may do the work with his own forces. This shall apply to rough screeding in areas up to fifteen hundred (1,500) square feet. All preparatory work on concrete construction to be finished or rubbed, such as construction of bulkheads, cutting of nails, wires, wall ties, etc., patching, brushing, chipping and bush hammering, rubbing or grinding if done by machine, or carborundum stone of all concrete construction. All glass set in concrete. The installation of tiles and wire mesh, all tile cast into concrete monolithically. The installation of metal or synthetic fibres. The installing of concrete fibres and plasticizer into concrete mix on site. The pointing and

patching around all steel or metal window frames that touch concrete. All dry packing, grouting and finishing in connection with the setting of all machinery such as engines, pumps, generators, air compressor, tanks, etc., that are set on concrete foundations, including the finishing, rubbing grouting, pointing and patching of same. The curing of finished concrete, when necessary; by chemical compounds shall be part of the jurisdiction of the cement mason.

The operation of all remote control equipment. The operation of all equipment for the mechanical screeding of concrete. The screeding, darbying and trowel finishing of all types of epoxies, traprock, and magnesium oxychloride cement composition floors shall be the work of the magnesite composition cement mason; all types of oxychloride granolithic floors including hand grinding and machine grinding of same; the preparation of all sub-floor surfaces to receive same bonding; the preparation and installation of ground or base courses, steps and cove base; polishing concrete by diamond grinding; the application of liquid hardeners; dustproofers and densifiers; acid staining and dying of concrete; and the application of all coatings, the mixing and installation of self levelling concrete materials and sealers to concrete (regardless of the method of application). The purpose and intent of the six inch base law will not be defeated. All magnesite composition installation work shall be done under the supervision of a competent and qualified magnesite composition cement mason. Screeding and finishing of sidewalks, concrete finishing, placing and grinding of all plastic floors on job sites. Motorized buggy or similar equipment used to move or pour concrete. (Concrete Polishing), (Aerated Flooring), (Insulated concrete foam blocks), (Modular bracing).

Note: The employer agrees that the existing language in Article 16.01 covers the installation of the following products: retro plate, cupolex, formtech and plumwall.

The Employer agrees to support the Union's endeavour to have the concrete slump increased.

In the event that during the term of this Collective Agreement industry development or practice results in a requirement for classifications within the jurisdiction of the Union not provided for herein, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations, the sole and restricted purpose of which shall be to establish such classifications to be included in this Appendix.

## ARTICLE 17 - WORKING CONDITIONS

17.01 The Employer agrees to supply protective rainwear and protective clothing not normally required by the employee in the normal course of his duties to members of the Union.

17.02 Every apprentice and journeyman must have the following equipment:

1 6" Chisel	1 Magnesium or steel float
1 10" Chisel	1 Wood Float
1 Rub Stone	1 Rub Float
1 Rubber Float	1 Set of KneePads
1 Chipping Hammer	1 Set of Sidewalk Edgers, Sidewalk Size
1 Mesh Hammer	1 Small Pointing Trowel
1 Set of Centre Joint Edger, Sidewalk	1 Plaster Size Square
1 Set of Floor Joint Edger	1 Trowel
1 24" Level	2 14" Floor Trowels
1 Measuring Tape	1 Chalk Line

17.03 The Employer is to supply any other tools needed that are not listed above which shall be returned to the Employer.

17.04 On night work, and for safety reasons, on mechanical equipment there shall be at least two (2) men on the job at all times, one of which could be an apprentice.

17.05 A committee composed of representatives from Employers and Unions will be set up to meet with appropriate representatives of the industry to establish reasonable standards for the concrete slump. It is agreed that cement finishers will not be expected to work on concrete unless there is a minimum of (4) four inch slump by the time the concrete reaches the point of deposit.

## **ARTICLE 18 - CLOTHING PROTECTION**

18.01 The Employer agrees to compensate employees on proof of loss of clothing damaged by fire or theft on the job site up to an amount of five hundred dollars (\$500.00) including personal tools from a company designated facility.

## **ARTICLE 19 - SWINGSCAFFOLD - SUSPENDED SCAFFOLD**

19.01 The Employer agrees to pay cement masons an additional two dollars and twenty-five (\$.25) per hour for swing scaffold work, suspended scaffold, bosun's chair work and platforms in excess of fifteen (15) feet.

## **ARTICLE 20 - WELFARE**

20.01 In accordance with Article 18 - Trust Funds, of the Master Portion, the Employer agrees to contribute to the appropriate Health & Welfare Plan at the rate provided for in ARTICLE 12 - Rates of Wages, for each hour worked by each employee covered by this Appendix or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

20.02 Local 506 will create a new employee deduction for a supplemental retirees benefit, to be taken from the total monetary settlement above.

20.03 Local 506 will add language to include the deduction of three cents (\$.03) per hour for a scholarship program, which is taken from the total monetary package.

## **ARTICLE 21 - PENSION**

21.01 In accordance with Article 18 - Trust Funds, of the Master Portion, the Employer agrees to contribute to the Labourers' Pension Fund of Central and

Eastern Canada at the rate provided for in Article 12 - Rates of Wages for each hour worked by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

## **ARTICLE 22 - EMPLOYER FUND**

22.01 All trade contractor employers of cement finishers shall pay employer association fund of fifty-one cents (\$0.51) per hour worked to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West P.O., Oakville, Ontario, L6K 0G1.

22.02 The Local Union agrees to notify the Association on obtaining bargaining rights for an employer that would be bound to this Collective Agreement.

## **ARTICLE 23 - VACATION PAY**

23.01 Vacation pay for all employees covered by this Appendix shall be paid weekly at the rate of ten percent (10%) of gross wages earned. Employers who remit vacation pay in accordance with a Vacation Pay Trust Fund, shall continue to do so.

Of the ten percent (10%) payable herein, four percent (4%) shall be vacation pay and six percent (6%) shall be payment in lieu of statutory holidays.

## **ARTICLE 24 - IN-PLANT MAINTENANCE**

24.01 Rates of wages for in-plant maintenance work performed in the jurisdictional territory of Local 837, Hamilton only. For in-plant maintenance performed directly for the company, on weekend work up to eight (8) hours per day regular rate plus three dollars (\$3.00) per hour premium.

24.02 In-plant maintenance work in the territorial jurisdiction of Local 493, Sudbury, shall be performed under the applicable Agreement covering such work.

## **ARTICLE 25 - INTERPRETATION OF THIS AGREEMENT**

25.01 In the event there is a conflict between the common clauses of the Master Agreement, and this Appendix for cement finishing, then this Appendix will prevail in all cases.

25.02 The parties agree to establish a Joint Labour Management Committee which shall meet on a regular basis to review matters of mutual concern.

## **ARTICLE 26 - WORK DISTRIBUTION**

26.01 The Employer is to attempt to distribute work as evenly as is possible among his work crew. The Employer will endeavour to retain those employees with the most seniority.

## **ARTICLE 27 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT**

27.01 The provisions of Article 20 of the Master Portion shall apply to this Appendix. Notification of exemptions or amendments shall be made in writing to the Association.

## **ARTICLE 28 - JOB STEWARD / SAFETY REPRESENTATIVE**

28.01 Each Employer agrees to recognize the right of the Union to select or otherwise appoint up to a maximum of one (1) steward per company, per sector to assist employees in presenting any complaints or concerns they may have with representatives of management. The Union shall be required to notify the company/supervisor of the name steward before he/she will be recognized. The steward shall be allowed a reasonable amount of time to deal with Union business. The steward, provided he/she is capable of performing the regular work, shall be one of the last two(2) men retained by the employer.

28.02 In cooperation with the employer's overall program of accident control and prevention, the Union may appoint one of its members as the Union Safety Representative, however, this appointment shall not interfere with the hiring hall provision of the applicable local Union, nor shall it unreasonably interfere with the employers work. Such representative shall be allowed the necessary time to perform his duties relating to job safety and wherever possible, time for these duties shall be scheduled in cooperation with the employer, and the employer shall not unreasonably refuse such necessary time. The Safety Representative will be one of the last three (3) workers retained by the employer, provided that he is competent and capable of performing the remaining work on the job.

## LETTER OF UNDERSTANDING

### Re: Competitiveness

**Item 1** It is agreed that representatives of CFLRA and representatives of the OPDC shall meet within three (3) months of ratification to discuss competitiveness within LiUNA affiliates with a view to address concerns raised.

**Item 2** When an Employer is bidding work in relation to “epoxy flooring” and “concrete polishing” in direct competition with an Employer not bound to this Agreement the Employer may utilize the terms, conditions, and wages of the Sub-appendix to the Cement Finishers Appendix found herein, subject to the Employer providing acceptable verification to the Union.

**Item 3** – Any employer seeking to apply the terms of this memorandum or avail themselves of a bid provided by a trade contractor pursuant to the terms of this memorandum shall advise the local union of the:

- a) Name and location of the project; and
- b) Value of the total project; and
- c) Expected duration of the project; and
- d) Complete list of contractors (union and non-union) that were bidding on the project, where available; and
- e) A copy of the bid results, when and if they are made available.

Such notice shall be sent by fax or electronically in advance of commencing the project where this memorandum will be applied.

# **SUBAPPENDIX TO CEMENT FINISHERS APPENDIX**

## **ARTICLE 1 - APPLICATION**

1.01 This Schedule shall apply to employees engaged in the repair, rehabilitation and maintenance of existing garages and parking structures.

## **ARTICLE 2 - HOURS OF WORK**

2.01 The regular workweek shall be forty-five (45) hours with a maximum of ten (10) hours per day at the regular hourly rate Monday to Saturday inclusive.

2.02 The employee will have the individual option of refusing Saturday work and there will be no discrimination against any employee who does not work Saturday.

2.03 Shift and irregular starting time premiums do not apply.

## **ARTICLE 3 - OVERTIME**

3.01 All work performed in excess of the regular workweek and maximum workday shall be overtime work. The rate of wages Monday to Saturday shall be time and one-half (1 1/2x) the regular hourly rate. The rate of wages on Sunday shall be two times (2x) the regular hourly rate. There shall be no pyramiding of overtime under this Article.

## **ARTICLE 4 - REPORTING ALLOWANCE**

4.01 Reporting time for inclement weather shall be one(1) hour.

## ARTICLE 5 - RECALL

5.01 Recall shall be as indicated in Local Schedules within a minimum recall period of six (6) months.

## ARTICLE 6 - TRANSPORTATION, ROOM AND BOARD

6.01 There shall be a free daily travel zone extending to a radius of forty (40) kilometres from the Federal building, project, or other starting point as indicated in Local Schedules with the following exceptions:

(a) *Local 506 - Toronto*

Zone 1. The area bounded by the east boundary of Highway 10 in the west, the south boundary of Highway 7 in the north and the Metropolitan Toronto boundary in the east.

Zone 2. The jurisdictional area outside of Zone 1.

Travelling Expenses:

Work in Zone 1 - no travelling expense.

Work in Zone 2 - as per Local Schedule.

(b) *Local 527 - Ottawa*

All daily travel as per Local Schedule.

(c) *Local 1059 - London*

All daily travel as per Local Schedule.

6.02 Daily travel expense payments outside the free zone shall be in accordance with Local Schedules.

6.03 Room and board allowances shall be in accordance with Local Schedules.

## ARTICLE 7 - SUB-CONTRACTING

7.01 The Employer agrees not to sublet work, as defined in Article 1 of this Appendix, to Employers who are not in contractual relations with the Union as in accordance with the Master Portion.

7.02 For work not normally performed by its own employees, preference shall be given to companies in contractual relations with the Union, provided they are reasonably competitive.

## **ARTICLE 8 - CLASSIFICATIONS AND WAGE RATES**

8.01 Skilled restoration worker - seventy-five percent (75%) of base hourly wage rate in Local Schedules.

Unskilled restoration helper starting rate - sixty percent (60%) of base hourly wage rate in Local Schedules.

8.02 An unskilled restoration helper shall receive an increase of fifty cents (\$0.50) per hour every three (3) months of employment until his rate reaches that of the skilled restoration worker.

8.03 On each project, the Employer shall be allowed one unskilled restoration helper for up to five skilled restoration workers; two unskilled restoration helpers for six to ten skilled restoration workers and one unskilled restoration helper for each additional five skilled restoration workers.

8.04 Lead hands shall be paid a premium of one dollar (\$1.00) per hour.

8.05 If an employee working on new I.C.I. construction is transferred to restoration work for a period of two weeks or less, the employee shall be paid the full base hourly wage rate in the Local Schedule.

8.06 When a restoration worker is transferred from one area to another, there will be no reduction in the wage rate.

## **ARTICLE 9 - BENEFIT PLANS**

9.01 Payments for the following: vacation pay, welfare, pension, union administration fund shall be made in accordance with local schedules. Employer industry fund shall be remitted to the CFLRA in accordance with the Cement Finishers Appendix.



# **WATERPROOFING APPENDIX**

## **B E T W E E N :**

**Waterproofing Contractors Association of Ontario**

- and -

**Labourers' International Union of North America and  
Labourers' International Union of North America,  
Ontario Provincial District Council**

forming an integral part of the Collective Agreement between:

**Construction Labour Relations Association of Ontario;  
Ontario Masonry Contractors Association;  
Industrial Contractors Association of Canada;  
Waterproofing Contractors Association of Ontario;  
Cement Finishing Labour Relations Association**

(hereinafter called the "Employer Bargaining Agency" or "E.B.A.")

OF THE FIRST PART

- and -

**Labourers' International Union of North America and the  
Labourers' International Union of North America,  
Ontario Provincial District Council, on behalf of its  
affiliated Local Unions 183, 493, 506, 527,  
607, 625, 837, 1036, 1059 and 1089;**

(hereinafter called the "Union")

OF THE SECOND PART

## **ARTICLE 1 - SCOPE**

1.01 The Employer recognizes the Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council as the sole and exclusive bargaining agent for all employees for whom the Union has bargaining rights engaged in all waterproofing and restoration as defined in Article 10 of this Appendix, for the Province of Ontario. This Appendix shall also apply to all other Employers who are engaged as waterproofing contractors and for whose employees the Union has bargaining rights.

## **ARTICLE 2 - HIRING AND UNION SECURITY**

2.01 The Employer agrees to employ only members who are in good standing with Local Unions affiliated to the Labourers' International Union of North America, Ontario Provincial District Council, for work coming within the scope of this Appendix.

2.02 The Employer agrees that when hiring new employees covered by this Appendix, he shall call the Local Union office at least twenty-four (24) hours in advance for his needed supply of men; over fifty (50) kilometres, forty-eight (48) hours in advance.

2.03 Providing members of the Union are not available, the Employer may obtain his needed supply of waterproofers elsewhere, and shall inform the Local Union the names of such men on the date of their employment and the Business Representative of the Local Union shall be granted permission to interview them with a view of recruiting them into Union membership. In the event that any such man does not elect to become a member of the Local Union within 30 (thirty) working days following his employment, he shall cease to be employed by the Employer. The Employer may extend this article with written consent of the Union.

2.04 The Employer may request by name the recall of an employee who has worked during the preceding twelve (12) months for the Employer, provided that the Employer shall give preference to the most senior employees who are currently on layoff if these employees can perform the work available. Such recall request shall be made to the applicable Local Union.

2.05 Each employee shall, when working in a position within the bargaining unit described herein, be required as a condition of employment to have his regular monthly dues checked off. The Employer agrees to make such deduction from the pay of each employee at the beginning of each calendar month and to remit the same not later than the fifteenth (15th) day of the month following such deduction to the Financial Secretary-Treasurer of the Local Union.

2.06 The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made and also the names of the employees who have left the employ of the Employer since the last payment and the names of the employees who have been hired by the Employer, together with their addresses. The Employer shall have the right to send employees from his principal centre of operations to perform work covered by this Appendix to work anywhere within the Province of Ontario. When the Employer desires to hire general labourers, they shall be governed by the provisions of the Master Agreement.

2.07 Within the geographic jurisdiction of Local 506 only, and upon mutual consent, it is agreed that students may be hired during the summer period provided there are no journeymen or Apprentices available and a maximum ratio for any company shall be one student for seven (7) journeymen.

## **ARTICLE 3 - VACATION PAY**

3.01 Vacation pay for all employees covered by this Appendix shall be Paid at the rate of ten percent(10%) of gross wages earned. Vacation pay to be paid weekly. Of the ten percent (10%) payable herein, six percent (6%) shall be vacation pay and four percent (4%) shall be payment in

lieu of statutory holidays. Employers, who remit vacation pay in accordance with a Vacation Pay Trust Fund, shall continue to do so. It is agreed and understood that the total amount contained in the agreement will not change.

## **ARTICLE 4 - CLASSIFICATIONS AND METHOD OF PAYMENT**

4.01 Employees under this Agreement shall mean journeymen waterprooferers, apprentice waterprooferers, and journeymen trainees.

4.02 Any employee with less than three (3) years' continuous experience in the waterproofing field will be considered a journeyman trainee. Such an employee shall become eligible to be an Journeyman upon the completion of three (3) years' service as a journeyman trainee for Employers.

4.03 Once a workman has been classified, his classification shall not be changed from Employer to Employer.

4.04 Apprentices employed under the jurisdiction of this Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

4.05 Any apprentice refusing to attend or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause for suspension or discharge from employment within the terms of this Agreement.

4.06 All apprentices shall be governed by the Ontario Department of Labour regulations pertaining to Cement Masons Ontario Regulations 199/67, pursuant to the Apprenticeship and Tradesmen's Qualifications Act R.S.O. 1980.

4.07 (a) First Year Apprentice:

- one thousand seven hundred and fifty(1,750) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year.

(b) Second Year Apprentice:

- one thousand seven hundred and fifty(1,750) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year.

(c) Third Year Apprentice:

- one thousand seven hundred and fifty(1,750) hours or one (1) year of employment assuming a minimum of five hundred (500) hours worked in that year.

(d) All terms and conditions of this Agreement shall apply to all apprentices except for first year apprentices who will receive ten percent (10%) vacation pay, and be excluded from pension contributions.

4.08 (a) The Apprentice Plan shall not exceed three (3) years. Upon completion, the apprentice must make application to become a journeyman. Production of a Journeyman's Certificate shall entitle him to journeyman's rates then in effect.

(b) A journeyman certificate issued by the LIUNA Training Centre confirming the successful completion of the Waterproofing Program acceptable to the W.C.A.O. and the Union and will be then be recognized by the Employer.

4.09 The training program described in Article 4.10 shall establish the criteria for a trainee to become a journeyman. The parties undertake to establish and implement this criteria within the first year of this Collective Agreement. The parties agree to study and investigate an establishment of a Training Program which may be funded by deductions from the total wage package as may be mutually agreed upon.

4.10 Wages shall be paid and received each week by cash, cheque or direct deposit, at the option of the Employer not later than 3:30 p.m. Thursday on the job.

4.11 Every Employer shall furnish to the employee at the time the wages are paid to the employee an attached statement that can be used for a record, clearly setting forth the following:

- (a) the name of the Employer;
- (b) the period of time for which the wages are being paid; separating the travel time hours; separating the welfare time hours; premium time hours and overtime hours;
- (c) room and board;
- (d) the rate of regular hourly rate of wages as it applies to each employee;
- (e) the amount of deductions for Income Tax, Employment Insurance, Canada Pension Plan, Ontario Hospital and all other voluntary contributions not covered by the Statute;
- (f) the amount of vacation pay credits;
- (g) vehicle allowance;
- (h) union dues check-off.

4.12 (a) In case of layoff or dismissal, all employees will receive two(2) hour's notice in advance, where possible. Local Union office to receive twenty-four (24) hours notice.

(b) The Employer shall use its best effort not to layoff employees on the first day of the work week.

4.13 Whenever the Employment Insurance Separation Certificate, vacation pay and Ontario Hospital Insurance Plan Form 104 are not given to the employee at the time of termination, they shall be sent by the Employer to the employee by registered mail within two (2) business days from the time of termination to the last known address.

## ARTICLE 5 - RATES OF WAGES – WATERPROOFING APPENDIX

Local 183 Kingston - Waterproofing													
Effective Date	Hourly Rate	Vac Pay	Welfare Fund	Group Legal	Pension Fund	Training Fund	Local Fund 1	Retiree Fund	Promo Fund	Total Pkg.	W.D. Ded	OPDC Dues	Ind. Funds
19/05/19	33.28	3.33	3.10	0.05	5.20	0.30	1.75	0.10	0.05	47.16	3%	0.40	0.21
03/05/20	33.60	3.36	3.35	0.05	5.40	0.30	1.75	0.20	0.10	48.11	3%	0.40	0.21
02/05/21	33.87	3.39	3.60	0.05	5.70	0.30	1.75	0.30	0.15	49.11	3%	0.40	0.21

Local 493 - Waterproofing Appendix													
Effective Date	Hourly Rate	Vac Pay	Welfare & Scholar. Fund	Pension	Training Fund	Organizing Fund	Tri-Fund	Supplemental Pension	Total Pkg.	W.D. Ded	OPDC Dues	Ind. Fund	
19/05/19	27.85	2.78	2.35	6.00	0.90	0.45	0.05	3.55	43.93	3%	0.40	0.21	
03/05/20	28.15	2.82	2.45	6.15	1.00	0.45	0.05	3.71	44.78	3%	0.40	0.21	
02/05/21	28.57	2.86	2.60	6.25	1.00	0.45	0.05	4.00	45.78	3%	0.40	0.21	

# ARTICLE 5 - RATES OF WAGES – WATERPROOFING APPENDIX CON'T.

<b>LOCAL 506 - WATERPROOFING WAGE AND CLASSIFICATION SCHEDULE</b>														
Effective Date	Hourly Rate	Vac. Pay	Welfare Dental	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Industry Fund	OPDC Dues	Schr. Fund	WD Ded	Strike Fund	Retiree Fund
			<b>W</b>	<b>W</b>	<b>E</b>	<b>W</b>		<b>W</b>	<b>W</b>	<b>W</b>	<b>W</b>	<b>E</b>	<b>E</b>	<b>E</b>
<b>Journey Person</b>										<b>Deducted from Worker</b>				
19/05/19	38.56	3.85	3.25	9.10	0.80	0.05	0.07	55.68	0.21	0.40	0.03	0.03	0.05	0.25
03/05/20	39.28	3.93	3.50	9.20	0.90	0.05	0.07	56.93	0.21	0.40	0.03	0.03	0.05	0.25
02/05/21	40.10	4.01	3.75	9.30	1.00	0.05	0.07	58.28	0.21	0.40	0.05	0.03	0.05	0.25
<b>Foreman 10% Above Journey Person Rate</b>														
19/05/19	42.42	4.24	3.25	9.10	0.80	0.05	0.07	59.93	0.21	0.40	0.03	0.03	0.05	0.25
03/05/20	43.21	4.32	3.50	9.20	0.90	0.05	0.07	61.25	0.21	0.40	0.03	0.03	0.05	0.25
02/05/21	44.11	4.41	3.75	9.30	1.00	0.05	0.07	62.69	0.21	0.40	0.05	0.03	0.05	0.25
<b>Journey Person Apprentice 3rd Year - 90% Of Journey Person Rate 1500</b>														
19/05/19	34.70	3.47	3.25	9.10	0.80	0.05	0.07	51.44	0.21	0.40	0.03	0.03	0.05	0.25
03/05/20	35.35	3.53	3.50	9.20	0.90	0.05	0.07	52.60	0.21	0.40	0.03	0.03	0.05	0.25
02/05/21	36.09	3.61	3.75	9.30	1.00	0.05	0.07	53.87	0.21	0.40	0.05	0.03	0.05	0.25
<b>Journey Person Apprentice 2nd Year - 80% Of Journey Person Rate 1500</b>														
19/05/19	30.85	3.08	3.25	9.10	0.80	0.05	0.07	<b>47.20</b>	0.21	0.40	0.03	0.03	0.05	0.25
03/05/20	31.42	3.14	3.50	9.20	0.90	0.05	0.07	<b>48.28</b>	0.21	0.40	0.03	0.03	0.05	0.25
02/05/21	32.08	3.21	3.75	9.30	1.00	0.05	0.07	<b>49.46</b>	0.21	0.40	0.05	0.03	0.05	0.25
<b>Journey Person Apprentice 1st Year - 75% Of Journey Person Rate 1500</b>														
19/05/19	28.92	2.89	3.25	9.10	0.80	0.05	0.07	45.08	0.21	0.40	0.03	0.03	0.05	0.25
03/05/20	29.46	2.95	3.50	9.20	0.90	0.05	0.07	46.13	0.21	0.40	0.03	0.03	0.05	0.25
02/05/21	30.08	3.00	3.75	9.30	1.00	0.05	0.07	47.25	0.21	0.40	0.05	0.03	0.05	0.25
<b>Helper 2nd Year - 60% Of Journey Person Rate 1500 Hours (No Pension)</b>														
19/05/19	23.14	2.31	3.25	0.00	0.80	0.05	0.07	29.62	0.21	0.40	0.03	0.03	0.05	0.25
03/05/20	23.57	2.36	3.5	0	0.9	0.05	0.07	30.45	0.21	0.4	0.03	0.03	0.05	0.25
02/05/21	24.06	2.41	3.75	0	1	0.05	0.07	31.34	0.21	0.4	0.05	0.03	0.05	0.25
<b>Helper 1000 Hours (No Pension)</b>														
19/05/19	19	1.9	3.25	0	0.8	0.05	0.07	25.07	0.21	0.4	0.03	0.03	0.05	0.25
03/05/20	19	1.9	3.5	0	0.9	0.05	0.07	25.42	0.21	0.4	0.03	0.03	0.05	0.25
02/05/21	19	1.9	3.75	0	1	0.05	0.07	25.77	0.21	0.4	0.05	0.03	0.05	0.25
<b>( E ) - FUNDS REPORTED ON HOURS EARNED</b>														
<b>( W ) - FUNDS REPORTED ON HOURS WORKED</b>														

5.01 Journeyman waterproofers shall receive a minimal differential of two dollar and eighty cents (\$2.80) per hour. These rates are based on the area of which the journeyman is a member.

Waterproofer Helper Rate nineteen dollars (\$19.00) per hour for 1000 hours work, no pension benefits, Helper Second Year: 60%, 1,500 hours work, no pension benefits and maintain current helpers language in the Waterproofing wage schedule first Year Apprentice to be paid 75% of the Journeyman hourly rate, 1,500 hours work, full pension and welfare benefits. Second Year Apprentice to be paid 80% of the Journeyman hourly rate, 1,500 hours work, full pension and welfare benefits. . Third Year Apprentice to be paid 90% of the Journeyman hourly rate, 1,500 hours work, full pension and welfare benefits.

Clarity note: It is agreed that no employee will suffer any reduction in wages and benefits. New rate percentage will apply only to new hires employed after May 2010.

## **ARTICLE 6 - SENIORITY**

6.01 Each Employer is permitted to keep one apprentice, trainee or helper for every three (3) journeymen. However, on layoff, in no case will the ratio be greater than one (1) apprentice, trainee, or helper for every three (3) journeymen.

6.02 During layoff periods, the Employer shall endeavour to retain those employees with more seniority in the appropriate classification; provided in each case the employee's skills are normally required to perform the available work.

## **ARTICLE 7 - REPORTING TIME AND INCLEMENT WEATHER**

7.01 Any waterproofers notified to report for work, then sent home because of no work being available, shall be paid the minimum of two (2) hours' pay plus travelling expenses where applicable.

7.02 This shall not apply if the employee is notified the previous day not to report.

7.03 When an employee is required to report for work and no work is available and he is requested to wait until work commences, his waiting time shall be regarded as working time in calculating the regular workdays pay.

7.04 Once an employee actually commences work, he shall be guaranteed a minimum of four (4) hours of work at the regular rate. Any member of a Local Union who works on a project which lasts more than four (4) hours, but less than eight (8) hours, shall receive eight (8) hours pay at regular rates provided that the failure to work eight (8) hours is not caused by adverse weather conditions.

## **ARTICLE 8 - WATERPROOFING FOREMAN**

8.01 (a) Whenever five (5) or more waterproofers are working on a job, there will be a working foreman who shall be a member of a Local Union and he shall be under the direction of the Employer as his agent, except in instances when the Employer personally directs the job. The waterproofer's foremen's rate of pay shall be ten percent (10%) above the current journeyman's rate.

(b) If an employee is designated to be an acting foreman for five (5) days or more, he shall receive the foreman's rate for the entire period from which he was designated to be in such position.

(c) Whenever four (4) or less waterproofers are working on a job, there will be a lead hand who shall be a member of a Local Union and he shall be under the direction of the Employer as his agent, except in instances when the Employer personally directs the job.

The lead hand's rate of pay, provided that he is acting in that capacity and performs the same duties seventy-five percent (75%) of the time, shall be five percent (5%) above the journeyman's rate of pay. Once that premium has been established with the employee, he will continue to receive that premium at all times.

## ARTICLE 9 - CRAFT JURISDICTION

1. Applying metallic waterproofing to walls, floors, footings, ceiling and other surfaces as required.
2. Metallic mortar, cement parging and concrete toppings for protection of waterproofing floors, walls, pits, ceilings, trenches, wood float and steel trowel finish.
3. Metallic slurry coating of floors, walls, pits, trenches, etc.
4. Metallic grouting.
5. All preparation of surfaces for waterproofing.
6. Asphalt and other bituminous coating hot or cold, including reinforcing membranes and protective coverings or surfaces.
7. Asphalt and other bituminous dampproofing and all vapour barriers.
8. Caulking for the purpose of waterproofing and dampproofing.
9. Pneumatically and mechanically installed waterproofing materials.
10. Spandrel beam and column waterproofing, vapour barriers.
11. Installation of all manufactured membrane for the purpose of waterproofing and dampproofing.
12. Parging for the purpose of waterproofing and dampproofing.
13. Installation of reinforcing steel and wire mesh on concrete and masonry restoration work.
14. Installation and removal of bleed and drain systems for the purpose of waterproofing.
15. Application of clear and opaque weatherproofing and water repellent materials on concrete and masonry.
16. Formwork for waterproofing and restoration.
17. Concrete restoration for the purpose of weatherproofing.
18. Sandblasting and acid etching for application of waterproofing and weatherproofing, vapour barriers, membranes, waterproof paints, etc.
19. Sandblasting, acid and alkali cleaning of walls as part of restoration and weatherproofing or waterproofing work.
20. Application or installation of any material for the purpose of waterproofing, weatherproofing, dampproofing, acid proofing, roofing or restoration.
21. Hot and cold joint sealing work.
22. All gunite and sandblasting and rough screeding.
23. Insulation in conjunction with waterproofing, weatherproofing,

- dampproofing, roofing or restoration work.
24. Installation of expansion joint materials for the purpose of waterproofing, etc.
  25. Scaffolding as required to perform waterproofing.
  26. Synthetic resins or compounds as used for waterproofing, etc., or protective toppings for same.
  27. Hot and cold mastic.
  28. Hot and cold plastic.
  29. Plastics, esters, vinyls, rubber latex, magnesite and epoxies in all its forms.
  30. Installation of reinforcing steel and wire mesh in conjunction with protective coatings.
  31. Plastic joints, hot and cold, on runways.
  32. All gunite, sandblasting and rough screeding.
  33. Supplying and applying mixed on site insulation materials such as vermiculite and zonolite.
  34. Supplying and applying hot mastic to tank linings, sumps, channels, with acidproofing hot mastic.
  35. HARDEX, Gas Vapour Barriers, and pre-applied Waterproofing.
  36. Morretex.
  37. MMA (Methyl Methacrylate) Fast curing, highly flexible waterproof systems, which can also be used for overlays, decorative and functional type flooring.
  38. Any and all types of traffic toppings including, but not limited to, parking decks and heavy vehicle protection systems.
  39. Epoxy terrazzo and related installation systems and similar self-leveling applications.
  40. Sika Moritex and similar systems consisting of trowel based and broadcast floor, inclusive of waterproof membranes.
  41. Cast in place flooring, including but not limited to full Resin mortars.

## **ARTICLE 10 - JURISDICTIONAL TERRITORY**

10.01 The geographical jurisdiction of this Appendix shall be the Province of Ontario.

## ARTICLE 11 - TRAVELLING AND LIVING EXPENSES

11.01 Car allowance will be paid to each employee required to use his own automobile on company business. Employees will be paid fifty-four cents (\$0.54) per kilometer to and from job locations or the yard.

11.02 If the employee is transported to the job site he shall be paid for all time spent travelling both ways at the regular rate of pay, the point of departure will be the Employer's yard.

### 11.03 Board Allowance

Employees required to stay overnight shall receive a meal allowance of sixty dollars (\$60.00) effective May 1, 2019, per day for each day they are away or actual cost on presentation of receipts and shall be provided with clean and adequate lodging. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site.

### 11.04 Meal Allowance

If an employee's paid hours in any day, including travel time, exceed twelve (12) hours, he shall be paid a reasonable meal allowance upon presentation of proper vouchers.

### 11.05 Travelling Time Allowance

Employees who are required to work outside the limits described as follows: Metropolitan areas will be paid straight time from the time they cross these limits and the same amount after returning home from work. An Employer with his principal centre of operations outside of Metropolitan Toronto will have a free zone area as described in the existing Labourers' Local Union Schedules.

### 11.06 Parking Allowance

The Employer to pay for parking where applicable up to a maximum of twenty dollars (\$20.00) upon submission of receipt, except where parking is provided.

## ARTICLE 12 - WORKDAY, WORKWEEK AND SHIFT WORK

12.01 The normal workweek shall be comprised of eight (8) hours per day between the hours of 7:00 a.m. and 4:30 p.m. Monday, Tuesday, Wednesday, Thursday and Friday.

12.02 All hours worked in excess of eight (8) hours a day or forty (40) hours a week shall be paid at the rate of time and one-half (1 1/2x).

12.03 All work performed on Saturday, Sunday and any legal holiday shall be paid at the rate of double time (2x). Legal holidays are as follows:

(a) New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Family Day

Whenever Heritage Day shall be declared a holiday by the Government of Ontario under the Employment Standards Act, it shall be paid at double time (2x) the current wage rates as defined in Article 5.

(b) If any of the above holidays fall on a Saturday or Sunday, such holidays shall be observed on the day or days immediately following the weekend. Vacation pay shall include an amount in lieu of payment of holidays.

(c) When any of the above-named holidays fall on a Tuesday, Wednesday or Thursday, the Employer and Local Union Business Manager may, by mutual agreement, reschedule the holiday to a Monday or a Friday.

### 12.04 Make-Up Time

Where time is lost during regular workhours on exterior work or other work affected by inclement weather (excluding hot mastic traffic topping work), voluntary make-up hours may be worked at straight time but not to exceed two (2) hours in any one day during the regular workweek, or eight (8) hours on Saturday, up to a maximum of eight (8) hours in any week.

It is understood and agreed that the intent of such make-up hours is that it be worked on the same project in which they were lost in the same calendar week.

The above shall not be construed as a guarantee that there is any daily or weekly number of hours available.

The same employees, who were cancelled, should have the first right of refusal.

12.05 (a) A regular second shift shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The second shift will commence between the hours of 3:30 p.m. and 7:30 p.m., provided however, that the Friday second shift will commence between 1:00 p.m. and 7:30 p.m. and such second shift will be scheduled for a minimum of eight (8) hours. Effective May 1, 2019 all work on the second shift is to be paid at a premium of four dollars and fifty cents (\$4.50) per hour in excess of the employee's classified rate.

(b) Effective May 1, 2019 employees of waterproofing contractors who start work after 12:00 noon will be paid at a premium of four dollars and fifty cents (\$4.50) per hour over his regular rate for each hour worked and time and one-half (1 1/2x) for work over eight (8) hours at regular rates.

## **ARTICLE 13 . SUSPENDED ACCESS EQUIPMENT**

13.01 The Employer agrees to pay waterproofer a premium of two dollar (\$2.00) per hour for suspended access equipment work including, but not limited to, swing scaffold work, suspended scaffold work and bosun's chair work.

## **ARTICLE 14 - PICKET LINES**

14.01 The refusal to cross a picket line in support of a legal strike among employees of the Employer shall not be considered a breach of this Agreement.

## ARTICLE 15 - WORKING CONDITIONS

15.01 The employee shall be required to provide himself with any and all hand tools, with the exception of brooms, brushes, squeegees, knives, blades, and trowels, which are usual to the waterproofing trade. Trowel(s) shall be returned upon completion of the project or cessation of Employment.

15.01 The Employer will attempt to distribute all hours of employment as evenly as possible.

15.02 Employees to be allowed sufficient time on each shift to clean up and put away tools and equipment.

15.03 Dust masks, safety goggles, raingear (coat), safety vest and harnesses to be supplied by the Employer at the Employer's expense. If masks and goggles are not returned by the employee to the Employer, the employee shall be charged with the cost for same.

15.04 On night work, and for safety reasons, on mechanical equipment there shall be at least two (2) men on the job at all times, one of which could be an apprentice.

15.05 For Safety reasons, no one should work with hot rubberized material exceeding more than 6ft. high without a proper safety procedure for the application.

15.06 When face-shields are needed on any project upon request from an employee the Employer shall supply such protective equipment and the employee shall return the protective equipment when the job is completed.

## **ARTICLE 16 - CLOTHING PROTECTION**

16.01 (a) The Employer agrees to compensate employees on proof of loss of tools and clothing (including safety boots) damaged by fire or lost by theft or from a company designated facilities up to an amount of five hundred dollars (\$500.00).

(b) Any special footwear required on a job site will be supplied by the Employer. Work boots will be supplied for all new employees with 1000 hours worked, and every 18 months thereafter for all existing employees to a maximum of one hundred and fifty dollars (\$150.00) upon presentation of receipt.

(c) The Employer shall provide disposable protective coveralls to the employees where required at the Employer's expense.

## **ARTICLE 17 - SUB-CONTRACTING**

17.01 An Individual Employer desirous of contracting and/or sub-contracting any work encompassing the skills of a Waterproofer as described in Article 9 of this Appendix, shall only sub-contract such work to a sub-contractor for whom the Union holds bargaining rights.

## **ARTICLE 18 - COFFEE BREAK**

18.01 An employee will be allowed to have one (1) paid work break of ten (10) minutes during each half of his working shift (midpoint).

## **ARTICLE 19 - EMPLOYER FUND**

19.01 All contractor employers of waterproofer shall pay the employer fund, the rate being, as per their local schedule. Such contribution shall be remitted along with pension contributions to the Labourers Pension Fund of Central and Eastern Canada on behalf of the Waterproofing Contractors

Association of Ontario by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting on one standard benefits reporting form showing all applicable deductions and/or contributions.

## **ARTICLE 20 - INTERPRETATION OF THIS AGREEMENT**

20.01 In the event there is a conflict between the common clauses of the Master Agreement and this “Appendix for Waterproofing”, then this Appendix will prevail in all cases.

20.02 The parties agree to establish a Joint Labour Management Committee, which shall meet on a regular basis to review matters of mutual concern.

## **ARTICLE 21 - WELFARE**

21.01 In accordance with Article 18 - Trust Funds, of the Master Agreement, the Employer agrees to contribute to the appropriate Health and Welfare Plan at the rate provided for in Article 5 - Rate of Wages, for each hour worked by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

21.02 De Novo Substance Abuse Program.

21.03 The Union may add a scholarship fund and a Retiree Health and Welfare Fund during the term of this Agreement upon ratification or sixty (60) days notice and the Employer shall remit the same to Local 506 by the fifteenth (15) of the month following the month for which such contributions were made.

## **ARTICLE 22 - PENSION**

22.01 In accordance with Article 18 - Trust Funds, of the Master Agreement, the Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, at the rate provided for in Article 5

- Rates of Wages, for each hour worked by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

## **ARTICLE 23 - TRAINING**

23.01 In accordance with Article 18 - Trust Funds, of the Master Agreement, the Employer agrees to contribute to the appropriate Training Plan, at the rate provided for in Article 5 - Rates of Wages, for each hour earned by each employee covered by this Appendix, or as provided for in Article 2 - Union Security, Section 2.06 of this Appendix.

## **ARTICLE 24 - LOCAL SCHEDULE EXEMPTION OR AMENDMENT**

24.01 The parties agree that upon review of a proposed project and by mutual agreement, that if the project falls within three million dollars (\$3,000,000.00) or under, the project will be paid at eighty percent of the hourly rate.

24.02 All projects where the Contractor is faced with heavy non-union competition will be dealt with on a project basis as called for in Article 20 of the Master Portion of this Agreement.

24.03 The provisions of Article 20 of the Master Portion shall apply to this Appendix. Notifications of exemptions or amendments shall be made in writing to the Association.

## ARTICLE 25 - WATERPROOFING APPENDIX

25.01 Forty cents (\$0.40) shall be remitted by the Employer to the Secretary-Treasurer of the Ontario Provincial District Council as Ontario Provincial District Council working dues, which include the Ontario Construction Secretariat Fund. The amounts of Ontario Provincial District Council work dues deductions, as well as the recipient of said deductions, may be altered on forty-five (45) days notice in writing, from the Secretary-Treasurer of the Ontario Provincial District Council.

# **LOCAL UNION SCHEDULE FOR LOCAL 183 - TORONTO**

## **ARTICLE 1 - PILE DRIVING, ETC.**

1.01 The rates and other individual employee working conditions for construction labourers engaged in pile driving, caisson and lagging operations which are set out in the Collective Agreement between Local Union 183 and The Heavy Construction Association of Toronto, are hereby incorporated into and form part of this Schedule.

## **ARTICLE 2 - LANDSCAPING**

2.01 The rates and other individual employee working conditions for construction labourers engaged in landscaping which are set out in the prevailing Collective Agreement between Local Union 183 and Landscaping Employers, are hereby incorporated into and form part of this Schedule.

## **ARTICLE 3 - SEWERS AND WATERMAINS**

3.01 The rates and other individual employee working conditions for construction labourers engaged in sewers, watermains and drains construction which are set out in the Collective Agreement between Local Union 183 and The Metropolitan Toronto Sewer and Watermain Contractors' Association, are hereby incorporated into and form part of this Schedule.

## **ARTICLE 4 - ROADS AND PARKING LOTS CONSTRUCTION**

4.01 The rates and other individual employee working conditions for construction labourers engaged in roads and parking lots construction which are set out in the Collective Agreement between Local 183 and the

Metropolitan Toronto Road Builders' Association are hereby incorporated into and form part of this Schedule.

## **ARTICLE 5 - UTILITIES CONSTRUCTION**

5.01 The rates and other individual employee working conditions for construction labourers engaged in utilities construction which are set out in the Collective Agreement binding upon Local Union 183 and The Utility Contractors' Association of Ontario Incorporated, are hereby incorporated into and form part of this Schedule.

## **ARTICLE 6 - HEAVY CONSTRUCTION**

6.01 The rates and other individual employee working conditions for construction labourers engaged in heavy engineering construction which are set out in the Collective Agreement between Local Union 183 and The Heavy Construction Association of Toronto, are hereby incorporated into and form part of this Schedule.

# LOCAL UNION SCHEDULE FOR LOCAL 183 – EASTERN

Covering Building Construction Industry, Ontario Labour Relations Board Areas 9, 10, 11, that part of OLRB Area 12, West of the Trent-Severn Waterway and 18.

## ARTICLE 1 - CODE OF ETHICS

1.01 All parties to this Agreement agree to co-operate fully in every legal and proper way to establish and maintain in the construction industry and within the territory in which they shall operate, a code of ethics and fair practices which will ensure compliance with the intent and spirit of this Agreement as well as its specific terms and conditions and to direct their efforts individually and collectively as circumstances may warrant and justify, to the elimination of destructive work practices and unfair competition.

## ARTICLE 2 - JURISDICTIONAL CLAIMS

2.01 The jurisdictional territory of the Agreement shall cover the region of Durham (with the exception of part of Pickering Township on a line running from the south of Lake Ontario to the north at the third concession on Pickering Beach Road) and including all towns and townships therein; namely the Town of Whitby, Whitby Township, Uxbridge Township and Uxbridge Town, Scott, Reach, Brock, Town of Port Perry, City of Oshawa and vicinity. Durham region, including Darlington, Cartwright, Clark, Manvers, Hope and Millbrook. The County of Northumberland, including Hamilton, Haldimand, Alnwick Townships, Towns of Cobourg, Grafton and Baltimore (Zone I).

2.02 The District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe (Zone II).

2.03 The jurisdictional territory of the Agreement shall cover the Counties of Peterborough, Victoria and Haliburton, east part of Northumberland County on a line running of Lake Ontario to Rice Lake including Cramahe, Percy, Seymore, Brighton and Murray Township (Zone III) (O.L.R.B. Area No. 11).

## **ARTICLE 3 - HOURS OF WORK**

3.01 The regular working hours per day shall be nine and one-half (9 1/2) from Monday to Thursday inclusive and seven (7) hours on Friday (subject to variation as herein provided) and the maximum number of working hours per week shall be forty-five (45) and work outside these hours shall be overtime work. Should inclement weather cause employees on a project to lose time during the regular working week, then the seven (7) hours shift on Friday may be extended by mutual consent to nine and one-half (9 1/2) hours at regular time rates, providing that by doing so forty-five (45) hours for that regular working week are not exceeded, in which case overtime rates will apply.

The Employer shall have the right, after notice to the Union, to vary the regular working hours to provide for (9) hours per day, Monday to Friday inclusive.

All work performed by labourers under this Agreement in excess of the regular workday Monday to Friday, shall be overtime work. The rate of wages shall be time and one-half (1 1/2) the regular day shift rate for the first two (2) hours and double time (2x) the regular day shift rate thereafter.

All work performed on Saturday shall be deemed overtime work and paid for at time and one-half (1 1/2) the regular day shift rate. All work performed on Sunday shall be deemed overtime work and paid for at double (2x) the regular day shift rate.

Starting and quitting times may be varied by mutual written consent of the Employer and the Union.

3.02 Regular Day Shift - The regular day shift will be worked between the hours of 7:00 a.m. and 4:30 p.m.

3.03 In case of layoff, all employees will receive one (1) hours' notice in advance or pay in lieu of notice. However, under no circumstances shall any employee covered by this agreement be paid less than their regular shift at the applicable hourly rate.

## **ARTICLE 4 – OVERTIME**

4.01 All work performed by labourers under this Agreement in excess of the regular workday Monday to Friday, shall be overtime work. The rate of wages shall be time and one-half (1 1/2x) the regular day shift rate for the first two (2) hours and double time (2x) the regular day shift rate thereafter. All work performed on Saturday shall be deemed overtime work and paid for at time and one-half (1 1/2x) the regular day shift rate. All work performed on Sunday shall be deemed overtime work and paid for at double (2x) the regular day shift rate.

4.02 Double time (2x) the regular day shift rate shall be paid for all work performed on Saturdays when members of any other L.I.U.N.A. Local are receiving double time for their work on Saturdays at the project.

4.03 A hot meal will be supplied the second hour after the regular shift and every four (4) hours thereafter, at no expenses for the meal and no pay deductions for the time used to consume such meal to the employee.

## **ARTICLE 5 - SHIFT WORK**

5.01 All shift work is to be paid at a premium of time and one-seventh. The second shift will commence between the hours of 3:30 p.m. and 7:30 p.m. Provided however that the Friday second shift will commence between 1:00 p.m. and 7:30 p.m.

The third shift will commence between the hours of 8:00 p.m. and midnight.

5.02 Shift work is any shift started other than regular shift as outlined in Article 3.

## **ARTICLE 6 - INCLEMENT WEATHER AND SHOW-UP TIME**

6.01 Two (2) hours pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but no work is available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time, unless instructed by his immediate superior to leave the job site. However, no reporting time shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work started, plus reporting time as required to make up the hours for the full shift, with travelling time where applicable. However, if employee commences work he will be guaranteed a minimum of four (4) hours.

6.02 Four (4) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than the inclement weather, provided however, the employee remains on the job during the four (4) hours if requested to do so by his foreman. In the event of the job being rained out or stoppage by inclement weather or other causes, the employees will be paid to the next hour. (Zone I, II, and III)

## **ARTICLE 7 - VACATION AND RECOGNIZED HOLIDAY PAY**

7.01 The Employer agrees to pay ten percent (10%) of gross wages earned to cover vacation and recognized holiday pay. Employers will submit vacation and recognized holiday pay in the following month it is earned by the 15th day of the month to the Labourers Local 183 Members' Vacation Pay Trust Fund.

## **ARTICLE 8 - FOREMAN CLASSIFICATION**

8.01 When a labour foreman is required on a project, the Employer agrees such foreman shall be a member of Local Union 183 and the Union office will be called when such an employee is required. (Zone I, II and III) Foreman shall be paid a minimum of three dollars and fifty cents (\$3.50) from May 19, 2019 and four dollars (\$4.00) from May 3, 2020 and four dollars and fifty cents (\$4.50) from May 2, 2021 over the rate of the highest paid employee they are supervising.

8.02 When seven (7) or more labourers are continuously employed on a crew, there shall be at least one (1) working or non-working foreman who is a member of Local 183.

## **ARTICLE 9 – WELFARE**

9.01 The Employer agrees to contribute the rate as provided in Article 18 per hour for welfare, to the Local 183 Members Benefit Trust Fund, for each hour worked by the employees of the Employer covered by this Agreement. (Zones I, II and III).

## **ARTICLE 10 – PENSION**

10.01 The Employer agrees to contribute the sum as provided in Article 18 per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. (Zone I, II and III).

10.02 The Employer agrees to contribute the sum of five cents (\$0.05) per hour as Tri-Fund contributions to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement (Zone I, II and III).

## **ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS**

11.01 Each employee agrees that each Employer remitting to Local 183 shall deduct an amount of equal to two percent (2%) of the Group 'A' hourly rate, per hour (Zone I, II and III) as provided in Article 18; as local Union working dues for remittance to Local 183 on a monthly basis.

11.02 With ninety (90) days' notice in writing, the Union may amend the allocations of the total wage package including but not limited to welfare, pension, union dues, training and tri-fund.

## **ARTICLE 12 - UNION DUES AND CHECK-OFF**

12.01 The Employer agrees to deduct regular monthly dues as specified by the Local Union, from the first pay due in each month from each employee covered by this Agreement, and remit the monies deducted to the Local Union by the fifteenth (15th) day of the month following the month in which the deductions were made.

The Employer shall, when remitting such dues, submit a supporting list of names and social insurance numbers for and on whose behalf such deductions were made.

12.02 Further to Article 4.02 of the Master Portion the Employer agrees to deduct and remit to Local 183 working dues at the rate set out in this Schedule for all work performed within the geographical jurisdiction of Local 183.

12.03 The Employer shall when remitting such dues submit a list of names and social insurance numbers for and on whose behalf such deductions were made.

## **ARTICLE 13 - TRAVELLING EXPENSES**

13.01 Except where the Employer provides transportation, travelling expenses shall be paid to all employees covered by this Agreement who are required to report for work outside of the free zones provided for in 13.02, 13.03 and 13.04, at the rate of fifty-five cents (\$0.55) per kilometer from the edge of the free zone to the job site and return.

13.02 In Zone I, there shall be a free zone of a thirty-five (35) road kilometers from the City Hall in Oshawa. The calculation of road kilometers shall be determined by the shortest route according to Google Maps.

13.03 In Zone II, there shall be a free zone of a thirty-five (35) road kilometers from the Huntsville Town Hall. The calculation of road kilometers shall be determined by the shortest route according to Google Maps.

13.04 In Zone III, there shall be a free zone of a thirty-five (35) road kilometers from the City Hall in Peterborough. The calculation of road kilometers shall be determined by the shortest route according to Google Maps.

13.05 In the event that the Employer provided transportation to the jobsite and return, then the travelling expenses provided for in 13.01 shall not apply.

13.06 The Employer will endeavour to provide parking space for the employees. On projects where parking of employees' vehicles is a problem, it is agreed that a prejob conference will be held to determine the most satisfactory solution to the problem. If it is necessary to have additional space to accommodate reasonable parking requirements – the Employer will accept this responsibility and will reimburse any cost to the employee on submission of a receipt.

## **ARTICLE 14 - RECOGNITION AND UNION SECURITY**

14.01 The Employer agrees to engage only subcontractors who employ members of Local Union 183 for work covered by this Agreement.

## **ARTICLE 15 - TRAINING CLAUSE**

15.01 The Employer agrees to contribute the sum of twenty cents (\$0.20) per hour for each hour worked by the employees of the Employer covered by this Agreement to the Labourers' International Union of North America, Local 183 Training and Rehabilitation Fund.

Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the said Training Fund by the fifteenth (15th) day of the month following the month for which contributions are made.

15.02 It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the Occupational Health and Safety Act Regulations thereto.

## **ARTICLE 16 - EMPLOYER'S ADMINISTRATION FUND**

16.01 Each Employer bound by this Agreement shall contribute twenty-five cents (\$0.25) per hour for each hour worked by each employee covered by this Agreement, as required by Article 4.04 of the Master Portion.

## **ARTICLE 17 – HIRING AND RECALL**

17.01 The Employer shall have the prerogative, when adding to his work force, to first rehire any employees who are unemployed and have been in his employ during the preceding eighteen (18) months, provided that they are in good standing with Local 183 and the employee is unemployed and on the out of work list. Such employees shall obtain a referral slip prior to commencing employment.

17.02 All employees hired on all projects must produce a work referral slip issued by the Local Union. If the Union is not able to give a member a work referral slip, the Union shall then fax the referral slip to the Employer's head office.

17.03 Where an Employer wishes to hire additional labourer(s), the Employer shall contact the Local 183 Union Hall to request the referral of such labourer(s). At the time of placing the request, the Employer shall be entitled to name one-half of the number of labourers requested, subject to the following conditions:

(a) The labourer(s) requested is a member(s) in good standing of Local 183;

(b) The member is unemployed as a result of voluntary termination and has been registered on the out-of-work list for two (2) weeks or more;

(c) Where the Employer requests an odd number of labourer(s), the odd numbered labourer(s) may be named by the Employer only with the consent of the Union. Such consent will not be unreasonably denied.

For the purposes of clarity and by way of example, if the Employer requests one labourer, the Employer may name the labourer subject to the consent of the Union as noted above. If the Employer requests three (3) labourers, the first shall be named and referred by the Union, the second named by the Employer and the third named by the Employer, again subject to the consent of the Union as noted above.

(d) The Employer will do everything possible to ensure that layoffs are not used to abuse the fifty (50%) name hire right. When layoffs occur the Employer shall endeavor to layoff the same 50% ratio that was used during hiring, provided the employee is competent and capable of performing the work.

## ARTICLE 18- (A) WAGE RATES & CLASSIFICATIONS FOR- ZONE I

<b>GROUP A: Labourers - All Labourers Not in Any Other Group</b>													
Effective Date	Hourly Rate	Vac. Pay	Welf. & Bnft.	Long Term Care	Retiree Fund	Pens.	Training	Tri Fund	Promo Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/19/2019	31.04	3.10	3.60	0.35	0.80	7.82	0.20	0.05	0.10	47.06	3%	0.40	0.25
05/03/2020	31.22	3.12	3.75	0.35	0.90	8.32	0.20	0.05	0.15	48.06	3%	0.40	0.25
05/02/2021	31.49	3.15	3.85	0.35	1.00	8.77	0.20	0.05	0.20	49.06	3%	0.40	0.25
<b>GROUP B: Cement Finishers, (Steel Trowel Machine Man), Swamper &amp; Key Vibrator Person</b>													
05/19/2019	33.14	3.31	3.60	0.35	0.80	7.82	0.20	0.05	0.10	49.37	3%	0.40	0.25
05/03/2020	33.32	3.33	3.75	0.35	0.90	8.32	0.20	0.05	0.15	50.37	3%	0.40	0.25
05/02/2021	33.59	3.36	3.85	0.35	1.00	8.77	0.20	0.05	0.20	51.37	3%	0.40	0.25
<b>GROUP C: FormWorkers</b>													
05/19/2019	32.23	3.22	3.60	0.35	0.80	7.82	0.20	0.05	0.10	48.37	3%	0.40	0.25
05/03/2020	32.41	3.24	3.75	0.35	0.90	8.32	0.20	0.05	0.15	49.37	3%	0.40	0.25
05/02/2021	32.68	3.27	3.85	0.35	1.00	8.77	0.20	0.05	0.20	50.37	3%	0.40	0.25
<b>GROUP D: Mason Tenders including Mortarmen, Swing Stage, Miners, Drillers, Wagon Drillers, Caisson Sinkers, Powder Men and Pile Drivers</b>													
05/19/2019	31.28	3.13	3.60	0.35	0.80	7.82	0.20	0.05	0.10	47.33	3%	0.40	0.25
05/03/2020	31.46	3.15	3.75	0.35	0.90	8.32	0.20	0.05	0.15	48.33	3%	0.40	0.25
05/02/2021	31.74	3.17	3.85	0.35	1.00	8.77	0.20	0.05	0.20	49.33	3%	0.40	0.25
<b>GROUP E: Apprentice-Mason (0-1200 Hrs)</b>													
05/19/2019	23.32	2.33	3.60	0.35	0.80	7.82	0.20	0.05	0.10	38.57	3%	0.40	0.25
05/03/2020	23.50	2.35	3.75	0.35	0.90	8.32	0.20	0.05	0.15	39.57	3%	0.40	0.25
05/02/2021	23.77	2.38	3.85	0.35	1.00	8.77	0.20	0.05	0.20	40.57	3%	0.40	0.25

**ARTICLE 18- (A) WAGE RATES  
& CLASSIFICATIONS FOR- ZONE I  
(CONTINUED)**

<b>GROUP E: Apprentice-Mason (1200-2400 Hrs)</b>													
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welf. &amp; Bnft.</b>	<b>Long Term Care</b>	<b>Retiree Fund</b>	<b>Pens.</b>	<b>Training</b>	<b>Tri Fund</b>	<b>Promo Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/19/2019	27.95	2.80	3.60	0.35	0.80	7.82	0.20	0.05	0.10	43.67	3%	0.40	0.25
05/03/2020	28.14	2.81	3.75	0.35	0.90	8.32	0.20	0.05	0.15	44.67	3%	0.40	0.25
05/02/2021	28.41	2.84	3.85	0.35	1.00	8.77	0.20	0.05	0.20	45.67	3%	0.40	0.25
<b>GROUP F: Certified Flag Person</b>													
05/19/2019	25.05	2.51	3.60	0.35	0.80	7.82	0.20	0.05	0.10	40.48	3%	0.40	0.25
05/03/2020	25.24	2.52	3.75	0.35	0.90	8.32	0.20	0.05	0.15	41.48	3%	0.40	0.25
05/02/2021	25.51	2.55	3.85	0.35	1.00	8.77	0.20	0.05	0.20	42.48	3%	0.40	0.25
<b>GROUPG: CCW- (0-800 Hours) 60%</b>													
05/19/2019	18.62	1.86	3.60	0.35	0.80		0.20	0.05	0.10	25.59	3%	0.40	0.25
05/03/2020	18.73	1.87	3.75	0.35	0.90		0.20	0.05	0.15	26.01	3%	0.40	0.25
05/02/2021	18.89	1.90	3.85	0.35	1.00		0.20	0.05	0.20	26.44	3%	0.40	0.25
<b>GROUPG: CCW-(800-1600 Hours) 80%</b>													
05/19/2019	24.83	2.48	3.60	0.35	0.80	7.82	0.20	0.05	0.10	40.24	3%	0.40	0.25
05/03/2020	24.98	2.50	3.75	0.35	0.90	8.32	0.20	0.05	0.15	41.19	3%	0.40	0.25
05/02/2021	25.19	2.52	3.85	0.35	1.00	8.77	0.20	0.05	0.20	42.13	3%	0.40	0.25
<b>GROUPG: CCW-(1600-2400Hours) 90%</b>													
05/19/2019	27.94	2.79	3.60	0.35	0.80	7.82	0.20	0.05	0.10	43.65	3%	0.40	0.25
05/03/2020	28.10	2.81	3.75	0.35	0.90	8.32	0.20	0.05	0.15	44.63	3%	0.40	0.25
05/02/2021	28.34	2.83	3.85	0.35	1.00	8.77	0.20	0.05	0.20	45.60	3%	0.40	0.25

## ARTICLE18 – (B) WAGE RATES & CLASSIFICATIONS FOR– ZONE II AND III

<b>GROUP A: Labourers - All Labourers Not in Any Other Group</b>													
Effective Date	Hourly Rate	Vac. Pay	Welf. & Bnft.	Long Term Care	Retiree Fund	Pens.	Training	Tri Fund	Promo Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/19/2019	29.70	2.97	3.60	0.35	0.80	7.82	0.20	0.05	0.10	45.59	3%	0.40	0.25
05/03/2020	29.88	2.99	3.75	0.35	0.90	8.32	0.20	0.05	0.15	46.59	3%	0.40	0.25
05/02/2021	30.15	3.02	3.85	0.35	1.00	8.77	0.20	0.05	0.20	47.59	3%	0.40	0.25
<b>GROUP B: Cement Finishers, (Steel Trowel Machine Man), Swamper &amp; Key Vibrator Person</b>													
05/19/2019	31.80	3.18	3.60	0.35	0.80	7.82	0.20	0.05	0.10	47.90	3%	0.40	0.25
05/03/2020	31.98	3.20	3.75	0.35	0.90	8.32	0.20	0.05	0.15	48.90	3%	0.40	0.25
05/02/2021	32.25	3.23	3.85	0.35	1.00	8.77	0.20	0.05	0.20	49.90	3%	0.40	0.25
<b>GROUPC: FormWorkers</b>													
05/19/2019	30.89	3.09	3.60	0.35	0.80	7.82	0.20	0.05	0.10	46.90	3%	0.40	0.25
05/03/2020	31.07	3.11	3.75	0.35	0.90	8.32	0.20	0.05	0.15	47.90	3%	0.40	0.25
05/02/2021	31.35	3.13	3.85	0.35	1.00	8.77	0.20	0.05	0.20	48.90	3%	0.40	0.25
<b>GROUPD: Mason Tenders including Mortarmen, Swing Stage, Miners, Drillers, Wagon Drillers, Caisson Sinkers, Powder Men and Pile Drivers</b>													
05/19/2019	29.95	3.00	3.60	0.35	0.80	7.82	0.20	0.05	0.10	45.87	3%	0.40	0.25
05/03/2020	30.14	3.01	3.75	0.35	0.90	8.32	0.20	0.05	0.15	46.87	3%	0.40	0.25
05/02/2021	30.41	3.04	3.85	0.35	1.00	8.77	0.20	0.05	0.20	47.87	3%	0.40	0.25
<b>GROUP E: Apprentice-Mason (0-1200 Hrs)</b>													
05/19/2019	22.68	2.27	3.00	0.35	0.45	6.87	0.20	0.05	0.05	35.92	3%	0.40	0.25
05/03/2020	22.68	2.27	3.25	0.35	0.55	7.12	0.20	0.05	0.05	36.52	3%	0.40	0.25
05/02/2021	22.68	2.27	3.50	0.35	0.65	7.37	0.20	0.05	0.05	37.12	3%	0.40	0.25

**ARTICLE 18 – (B) WAGE RATES  
& CLASSIFICATIONS FOR– ZONE II AND III  
(CONTINUED)**

<b>GROUP E: Apprentice-Mason (1200-2400 Hrs)</b>													
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Welf. &amp; Bnft.</b>	<b>Long Term Care</b>	<b>Retiree Fund</b>	<b>Pens.</b>	<b>Training</b>	<b>Tri Fund</b>	<b>Promo Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Ind. Fund</b>
05/19/2019	27.11	2.71	3.60	0.35	0.80	7.82	0.20	0.05	0.10	42.74	3%	0.40	0.25
05/03/2020	27.29	2.73	3.75	0.35	0.90	8.32	0.20	0.05	0.15	43.74	3%	0.40	0.25
05/02/2021	27.56	2.76	3.85	0.35	1.00	8.77	0.20	0.05	0.20	44.74	3%	0.40	0.25
<b>GROUP F: Certified Flag Person</b>													
05/19/2019	22.81	2.28	3.60	0.35	0.80	7.82	0.20	0.05	0.10	38.01	3%	0.40	0.25
05/03/2020	22.99	2.30	3.75	0.35	0.90	8.32	0.20	0.05	0.15	39.01	3%	0.40	0.25
05/02/2021	23.26	2.33	3.85	0.35	1.00	8.77	0.20	0.05	0.20	40.01	3%	0.40	0.25
<b>GROUP G: CCW- (0-800 Hours) 60%</b>													
05/19/2019	17.82	1.78	3.60	0.35	0.80		0.20	0.05	0.10	24.70	3%	0.40	0.25
05/03/2020	17.93	1.79	3.75	0.35	0.90		0.20	0.05	0.15	25.12	3%	0.40	0.25
05/02/2021	18.09	1.81	3.85	0.35	1.00		0.20	0.05	0.20	25.55	3%	0.40	0.25
<b>GROUP G: CCW-(800-1600 Hours) 80%</b>													
05/19/2019	23.76	2.38	3.60	0.35	0.80	7.82	0.20	0.05	0.10	39.06	3%	0.40	0.25
05/03/2020	23.90	2.39	3.75	0.35	0.90	8.32	0.20	0.05	0.15	40.01	3%	0.40	0.25
05/02/2021	24.12	2.41	3.85	0.35	1.00	8.77	0.20	0.05	0.20	40.95	3%	0.40	0.25
<b>GROUP G: CCW-(1600-2400Hours) 90%</b>													
05/19/2019	26.73	2.67	3.60	0.35	0.80	7.82	0.20	0.05	0.10	42.32	3%	0.40	0.25
05/03/2020	26.89	2.69	3.75	0.35	0.90	8.32	0.20	0.05	0.15	43.30	3%	0.40	0.25
05/02/2021	27.14	2.71	3.85	0.35	1.00	8.77	0.20	0.05	0.20	44.27	3%	0.40	0.25

## ARTICLE 19 – APPRENTICESHIP

19.01 An Employer who is regularly employing at least five (5) journeymen labourers who are members of the local Union may request and the Union may agree to supply one (1) or more apprentices. The ratio of at least five (5) journeymen labourers for each apprentice shall be maintained at all times and will not be altered unless otherwise agreed.

19.02 Apprentice Mason Tenders shall be paid seventy-five percent (75%) of the applicable rate for the first 1200 hours worked; ninety percent (90%) of the applicable rate for the second 1200 hours worked; and one hundred percent (100%) of the applicable rate for all hours worked thereafter.

19.03 CCW apprentices shall be paid as follows:

- (a) For the first 800 hours, sixty percent (60%) of the applicable rate for the sector and /or classification of the work performed;
- (b) For the second 800 hours, eighty percent (80%) of the applicable rate for the sector and /or classification of the work performed;
- (c) For the third 800 hours, ninety percent (90%) of the applicable rate for the sector and /or classification of the work performed.

19.04 Progress from each level to the next is contingent upon the performance of the necessary hours of work and the successful completion of any courses or training required. Local 183 may give credit to members who have demonstrable experience in the construction industry.

19.05 On completion of 2400 hours, all apprentices will be paid 100% of the applicable rates.

19.06 All contributions for health, welfare and other benefits shall be paid on behalf of apprentices upon commencement of employment. No contributions for pension benefits are payable on behalf of apprentices until successful completion of the first 800 hours of employment.

## **ARTICLE 20 - INTERPRETATION OF AGREEMENT**

20.01 Where any conflict exists between this Schedule and any other provision of the Provincial Agreement, the provisions of this Schedule shall prevail.

## **ARTICLE 21 - ROOM AND BOARD**

21.01 Where the Employer requires an Employee to remain away from their regular residence, the Employer shall pay for all lodging and pay a meal allowance of fifty dollars (\$50.00) per day for each night spent out of the area. Lodging shall be at a licensed hotel or motel with no more than two (2) per room.

## **ARTICLE 22- REFRESHMENT AND LUNCH BREAK**

22.01 An employee will be allowed to have one paid refreshment break of ten(10) minutes during each half of their working shift. Regular day shift employees shall be allowed one-half (1/2) hour lunch break near the midpoint of the shift. It is understood that no employee shall be required to work more than five (5) consecutive hours without a lunch break.”

## **ARTICLE 23 - SAFETY REPRESENTATIVE**

23.01 The Local Union shall be notified twenty-four (24) hours before a Safety Representative is to be laid off or transferred.

23.02 Certified Health and Safety Representative when required by Provincial Legislation shall receive a premium of one dollar (\$1.00) above his classification.

## **ARTICLE 24 - BOOT ALLOWANCE**

24.01 Where rubber boots are required under abnormal conditions and/or inclement weather the employer shall supply free of cost and/or an allowance up to a maximum of one hundred dollars (\$100.00). If requested by the Employer, the employees will supply receipts in support of such allowance. The employee shall make the boots ready and available at all times.

24.02 Each Employer shall provide employees with such protective clothing and equipment in relation to dangerous, corrosive and toxic materials, including and without limiting the generality of the foregoing, wet weather clothing including rain suits, as needed.

## **ARTICLE 25 – NAME OF LOCAL 183**

Local 183 has the right to, and may, change its name and the Employer agrees that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under the Collective Agreement and otherwise, be the successor to the Universal Workers Union, L.I.U.N.A. Local 183.

# AMENDMENT

RE: LOCAL UNION SCHEDULES, LOCAL 506 TORONTO and LOCAL 183, EASTERN

RE: O.L.R.B. BOARD AREA 18

The parties hereto agree that the aforementioned Local Union Schedules be amended accordingly. Re O.L.R.B. Board Area 18.

Local 506 – Toronto

Simcoe County Schedule

## ARTICLE 1 - GEOGRAPHICAL AREA

The Geographical Area of this Agreement shall be that portion of Board Area 18 known as the County of Simcoe, excluding the Townships of Rama, Mara and Thorah.

Local 183 – Eastern

## ARTICLE 2 - JURISDICTIONAL CLAIMS

a. The District of Muskoka and the Townships of Rama, Mara and Thorah in the County of Simcoe.

# LOCAL UNION SCHEDULE FOR LOCAL 183 KINGSTON

## ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes Local 183 as the exclusive administrative party of this Agreement for employees working in and out of the counties and municipalities of this Schedule which shall be zoned as follows:

**Zone I** - the Counties of Lennox, Addington, Frontenac and the Townships of Leeds and Thousand Islands, Township of Athens, Township of Front of Yonge, and all lands south thereof in OLRB area 29.

**Zone II** the County of Prince Edward and the Townships of Lake Tudor, Grimsthorpe, Marmora, Madoc, Elzevir, Rawson, Huntingdon, Hungerford, Sidney, Thurlow, Murray, Trenton, Tyendinaga, Woolaston, Limerick and Cashel in the County of Hastings;

**Zone III** Bancroft (the Townships of McClure, Wicklow, Bangor, Herschel, Monteagle, Carlow, Faraday, Danganon and Mayo in the County of Hastings).

1.02 It is agreed and understood that the work of flagmen will be performed only by members of the Local 183 and the wages will be determined in Group 'A' in the Wage Schedule.

## ARTICLE 2 - SUB-CONTRACTING

2.01 It is agreed that the sub-contracting clause of the Master Portion of the Provincial Agreement will apply to concrete finishing.

## **ARTICLE 3 - HOURS OF WORK AND OVERTIME RATES**

3.01 In Zones I, II and III above, the hours of work shall be forty (40) hours per week including labourers working on masonry, tile, terrazzo and marble. The regular working day which may be varied by mutual consent of both parties, shall be eight (8) hours between 7:00 am and 5:00 pm on Mondays through Fridays.

3.01 All work performed in excess of the said hours of work in 3.01 shall be construed as overtime. The Employer covenants and agrees to pay to the employees, time and one-half (1 1/2x) the regular hourly rate for the first hour and double (2x) the regular hourly rate for any additional hours worked Monday through Friday. All work performed on Saturday and Sunday shall be paid at the rate of double (2x) the regular hourly rate.

## **ARTICLE 4 - REPORTING TIME AND NOTICE OF LAYOFF**

4.01 (a) Two (2) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours after his designated starting time, if requested to do so by his immediate supervisor. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work started, plus reporting time as required, to make up the hours for the full shift. Travelling time will also be paid where applicable.

(b) Three (3) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site and work is not available due to reasons other than the inclement weather, provided however, the employee remains on the job during the three (3) hours, if requested to do so by his/her immediate supervisor. In the event of a job stoppage after the hours stipulated in Article 4.01(a) and 4.01

(b) due to inclement weather or other causes, the employees will be paid to the next half hour.

(c) When an employee is required to work two (2) or more hours beyond his/her regular shift without eight (8) hours prior notice, the Employer shall provide a reasonable meal to such employee(s), or shall pay the employee fifteen (\$15.00) dollars in lieu of such meal.

4.02 (a) When the Employer is unable to proceed with his work [as described in 4.01(b)], the Employer may elect to "stand-off" all or part of his crew. The parties agree "stand-off" is not intended to circumvent the lay-off procedure.

(b) If the Employer elects "stand off", then it reserves the right to stand-off" its employee(s) without pay, up to a maximum of five (5) consecutive working days.

(c) If the Employer does not elect "stand-off", then a lay-off will be carried out as prescribed in Article 10 of the Master Portion, and Article 13.05 of this Schedule.

(d) Written notification will be given by the Employer to the Union in all cases of "stand-off".

(e) "Stand-off" shall only continue beyond five (5) working days, with the mutual consent of the parties in writing.

4.03 In the case of layoff, all employees will receive one (1) hour's notice in advance or pay in lieu of notice. The Employer will provide a lay-off slip (as supplied by the Union) to the employee at the time of lay-off and the employee will provide same to the Union upon registration.

4.04 The Employer agrees that once a Union Steward is appointed on a project such Union Steward shall not be transferred to other projects of the Employer without the agreement of all parties (such agreement shall not be unreasonably withheld), and that the transfer of the Union Steward or other employees of the Employer to alternate job sites will not cause the layoff of the Union Steward.

## ARTICLE 5 - FOREMAN

5.01 After a minimum of five (5) Labourers on a project, a foreman will be selected by mutual agreement between the Union and the Employer. The Employer agrees such foreman shall be a member of Local 183.

5.02 The Employer agrees that the members of the Union shall receive orders from only one person, who shall be either the labourers' foreman or the immediate supervisor.

5.03 If the foreman or the immediate supervisor instructs the members of the Union to do so, then the members of the Union may receive orders from the tradesmen they tender.

5.04 Working foreman shall be paid the minimum rate of four dollars (\$4.00) per hour over the prevailing rate of the people they are supervising, effective May 1, 2019.

(a) When the Employer deems it appropriate, additional labourer lead-hand(s) shall be appointed by the Employer. A lead-hand shall be paid an additional two (\$2.00) per hour above the persons they are supervising.

5.05 Labourers' foreman shall be subject to the provisions of Article 2 of the Master Portion of the Agreement.

## ARTICLE 6 - SHIFT WORK PREMIUM

6.01 All shift work is to be paid at a premium of time and one-seventh (1-1/7x) the regular hourly rate. All overtime on shift work shall be paid for, calculated on the basis of the shift premium.

6.02 Shift work is any shift other than the regular workday contemplated by Article 3 of this Schedule.

6.03 On jobs in occupied buildings where it is impossible to work during regular hours, shift work shall be permitted.

6.04 Notwithstanding the provisions of Article 7.02 of the Master Portion of this Collective Agreement, it is understood and agreed that when working in occupied premises, all work performed in excess of the said forty (40) hours per week shall be construed as overtime. Hours and days of work will be established by mutual consent between the Union and the Employer.

## ARTICLE 7 - VACATION PAY

7.01 The Employer agrees to pay ten percent (10%) of gross wages earned to the LIUNA Local 183 Members Vacation Pay Fund, using the forms provided to cover vacation and recognized holiday pay.

## ARTICLE 8 - TRAVELLING ALLOWANCE

8.01 (a) When an employee is required by his Employer to travel beyond a twenty-five (25) kilometre radius of the city limits of his or her home zone (Kingston in Zone I, Belleville in Zone II, Bancroft in Zone III, the employee shall be paid an amount as shown in the following table below. The distance to will be paid shall be established as the shortest route from the applicable City Hall in each Zone to the job site by automobile. The employee will not receive a travel allowance for the first twenty-five (25) kilometres eachway.

Effective Date	Travel Allowance per Kilometre
Current Rate	\$0.58

(b) If transportation is supplied by the Employer, then fifty percent (50%) of travelling allowance will be paid per kilometre.

8.02 Where an employee is required by the Employer to stay over beyond a hundred (100) kilometre radius from City Hall, the Employer will provide suitable room and board, or reimburse the cost thereof.

8.03 Prior to the commencement of work on each project where free parking is not available in close proximity to the job site, the Employer and the Union will meet and establish a method which provides parking and/or transportation to and from the job site at no cost to the employee(s).

## ARTICLE 9 - NEW JOB CLASSIFICATION

9.01 In the event any new job classification shall fall under the jurisdiction of the Union, a rate of pay will be negotiated at that time.

## ARTICLE 10 - PENSION, TRI-FUND, WELFARE, TRAINING & GRSP

10.01 The Employer agrees to report and remit to the Funds stipulated below for all hours worked by its employees, on or before the fifteenth (15th) day of the month, following the month in which the hours were worked. Each report shall list the name, social insurance number and number of hours worked for each employee. The Employer may use the forms provided by the Trustees when reporting the above. Each monthly report and remittance shall include all obligations arising from all hours worked up to and including, the last day worked of the proceeding calendar month.

10.02 The Employer agrees to remit Pension Fund contributions in a manner as described in Article 10.01 and in amounts as shown in the table below. Pension Fund contributions shall be forwarded to Labourers' Pension Fund of Central & Eastern Canada (see Master Portion Schedule 'D').

Effective Date	Pension Fund contributions per hour
05/19/2019	\$5.20
05/03/2020	\$5.40
05/02/2021	\$5.70

10.03 The Employer agrees to remit five (\$0.05) cents per hour worked by each of its employees to the Tri-Fund in a manner as described in Article 4 of the Master Portion of this Agreement.

Effective Date	Tri Fund contributions per hour
Current Rate	\$0.05

10.04 The Employer agrees to remit Training Fund contributions in a manner as described in Article 10.01 and in amounts as stated in the table below. Training Fund contributions will be forwarded to the L.I.U.N.A. Local 183 Training & Rehabilitation Fund (see Master Portion - Schedule "D").

Effective Date	Training Fund contributions per hour
Current Rate	\$0.30

10.05 The Employer agrees to remit Welfare Fund and Group Legal contributions in a manner as described in Article 10.01 and in amounts as stated in the table below. Welfare Fund contributions will be forwarded to the Labourers' Local 183 Members Benefit Trust Fund (see Master Portion - Schedule "D").

Effective Date	Welfare Fund contributions per hour	Group Legal Contributions per hour
05/19/2019	\$3.10	\$0.05
05/03/2020	\$3.35	\$0.05
05/02/2021	\$3.60	\$0.05

10.06 (a) The Employer agrees to remit Local Fund 1 contributions in a manner as described in Article 10.01 and in amounts as stated in the table below. Local Fund 1 contributions will be forwarded to the L.I.U.N.A. Local 183 (see Master Portion - Schedule "D").

Effective Date	Local Fund 1, contributions per hour
Current Rate	\$1.75

10.07 Employees wishing to contribute greater sums to the Local Fund 1, than those stated above shall give the Employer thirty (30) days written notice. The Employer will contribute to the Local Fund 1 the additional sums as instructed by the employee. Such increases to the Local Fund 1 will form part of the employee's then current total wage package.

10.08 Upon thirty (30) days written notice to the Kingston Contractors Labour Relations Organization, Local 183 may amend the amounts of contributions for union dues deductions, welfare, pension, training and Local Fund 1 Any such adjustment to same will form part of the then current wage package.

## ARTICLE 11 - DEDUCTIONS AND CONTRIBUTIONS

11.01 Each employee agrees that each Employer shall deduct working dues in the amount of three percent (3%) of the Group "A" labourer's rate as outlined in Article 17 of the schedule and shown in the table below for each hour worked by the employee. Working dues shall be remitted in a manner as described in Article 10.01 and forwarded to L.I.U.N.A. Local 183. In addition to the said three percent (3%) working dues, the Employer will remit O.P.D.C. dues in a manner as described in Article 4 of the Master Portion of this Agreement, shown below.

Effective Date	Working dues hourly deduction	OPDC dues hourly deductions
05/19/2019	\$1.00	\$0.40
05/03/2020	\$1.01	\$0.40
05/02/2021	\$1.02	\$0.40

11.02 As required by Article 4.04 of the Master Portion, each Employer bound by this Agreement shall contribute twenty-five cents (\$0.25) per hour for each hour worked by all employees covered by this Agreement to the Kingston Contractors Labour Relations Organization. All amounts, together with copies of the corresponding contributions reports, shall be mailed by the fifteenth (15th) day of the month following the month such hours were worked to;

Kingston Contractors Labour Relations Organization  
 c/o Local 183 Trust Administration  
 1263 Wilson Avenue, Suite 205  
 Toronto, ON M3M 3G2

## **ARTICLE 12 - NO DISCRIMINATION**

12.01 There shall be no discrimination against any veterans who elect not to work on Remembrance Day, provided that the said employees notify the Employer prior to Remembrance Day of their intention not to work.

## **ARTICLE 13 - HIRING**

13.01 All hiring will be through the Kingston office. A referral slip will be issued by the Union and received by the Employer for each job.

13.02 The Employer may name hire one (1) employee registered on the Kingston out-of-work list for each one (1) employee referred by the Union.

13.03 Upon request, the Union will supply the Employer with the first employee named by the Employer, the second employee will be referred by the Union, and so on, alternately, until all labour requirements are filled.

13.04 To be eligible for name hire, an employee must be a member in good standing of Local 183 and must have been registered on the Kingston unemployment list for a period of not less than forty-five (45) days. The forty-five (45) day provision will not apply to Local 183 members who are re-name hired to the same Employer.

13.05 Scheduled lay-off of these employees will be in reverse order of hiring. If the last employee hired was a name hire, then the lay-off will start with a name hire. If the last employee hired was a referral, then the lay-off will start with a referral.

## **ARTICLE 14 - ELDERLY PROTECTION CLAUSE**

14.01 The Employer agrees to hire at least one member fifty-five (55) years of age or over, for every five (5) Labourers in their employ, provided such member is medically fit and capable of performing the work.

## ARTICLE 15 - CONSTRUCTION CRAFT WORKER APPRENTICES

15.01 The Union shall ensure that all C.C.W Apprentices complete a safety and basic training course at the Union's Training Centre prior to starting work for any Employer.

15.02 C.C.W Apprentices shall be paid at the following rates:

Apprentices 1 <sup>st</sup> Term: 0 - 1500 hours										
Effective Date	Hourly Rate	Vacation Pay	Welfare Fund	Group Legal	Pension Fund	Training Fund	Local Fund 1	Retiree Fund	Promo Fund	Total Package
May 19, 2019	\$ 20.38	\$ 2.04	\$ 3.10	\$ 0.05		\$ 0.30	\$ 1.75	\$ 0.10	\$ 0.05	\$ 27.77
May 3, 2020	\$ 20.62	\$ 2.06	\$ 3.35	\$ 0.05		\$ 0.30	\$ 1.75	\$ 0.20	\$ 0.10	\$ 28.43
May 2, 2021	\$ 20.89	\$ 2.09	\$ 3.60	\$ 0.05		\$ 0.30	\$ 1.75	\$ 0.30	\$ 0.15	\$ 29.13
Apprentices 2 <sup>nd</sup> Term: 1501 - 3000 hours										
May 19, 2019	\$ 25.70	\$ 2.57	\$ 3.10	\$ 0.05	\$ 5.20	\$ 0.30	\$ 1.75	\$ 0.10	\$ 0.05	\$ 38.82
May 3, 2020	\$ 25.86	\$ 2.59	\$ 3.35	\$ 0.05	\$ 5.40	\$ 0.30	\$ 1.75	\$ 0.20	\$ 0.10	\$ 39.60
May 2, 2021	\$ 25.97	\$ 2.60	\$ 3.60	\$ 0.05	\$ 5.70	\$ 0.30	\$ 1.75	\$ 0.30	\$ 0.15	\$ 40.42
Apprentices 3 <sup>rd</sup> Term: 3001 - 4500 hours										
May 19, 2019	\$ 28.87	\$ 2.89	\$ 3.10	\$ 0.05	\$ 5.20	\$ 0.30	\$ 1.75	\$ 0.10	\$ 0.05	\$ 42.31
May 3, 2020	\$ 29.10	\$ 2.91	\$ 3.35	\$ 0.05	\$ 5.40	\$ 0.30	\$ 1.75	\$ 0.20	\$ 0.10	\$ 43.16
May 2, 2021	\$ 29.28	\$ 2.93	\$ 3.60	\$ 0.05	\$ 5.70	\$ 0.30	\$ 1.75	\$ 0.30	\$ 0.15	\$ 44.06

15.03 The ratio of C.C.W Apprentices to labourers shall be one (1) C.C.W Apprentice for the first four (4) labourers and an additional trainee for every five (5) labourers thereafter. Apprentices shall not receive Pension Fund contributions during the 1st term.

## ARTICLE 16 - JOINT COMMITTEE

16.01 The parties agree to establish during the life of this Agreement a joint committee to review problems relating to this schedule, should they occur.

## **ARTICLE 17 - INTERPRETATION OF AGREEMENT**

17.01 Where there is a conflict between this Schedule and any other provision of the Provincial Agreement, then the provisions of this Schedule shall apply.

## **ARTICLE 18 - WAGE RATES AND CLASSIFICATIONS**

18.01 It is understood that a “Construction Craft Worker” is a qualified Journeyman Labourer in accordance with Article 26 of the Master portion of this Agreement, having completed all safety related training and a minimum of 4500 hours on the job, and having passed the test administered by the Ministry of Training, Colleges and Universities.

## **ARTICLE 19 - ENABLING/HARDSHIP CLAUSE**

19.01 In all cases of hardship, including not being able to secure work, the parties to this Agreement will meet as soon as practicable upon being notified by the other party, or parties. The parties agree to discuss, and make all reasonable efforts to resolve all items of discussion. Any concessions, and/or alterations will be discussed, and agreed upon only prior to the tendering of the project, or projects. Any modification to the current conditions will be made in accordance with Article 20 of the Master portion

## SCHEDULE "A"

<b>Group A. Construction Craft Workers - All Labourers not in Groups B and C and skidsteers c/w all attachments</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vacation Pay</b>	<b>Welfare Fund</b>	<b>Group Legal</b>	<b>Pension Fund</b>	<b>Training Fund</b>	<b>Local Fund 1</b>	<b>Retiree Fund</b>	<b>Promo Fund</b>	<b>Total Package</b>
May 19, 2019	33.28	3.33	3.10	0.05	5.20	0.30	1.75	0.10	0.05	47.16
May 3, 2020	33.60	3.36	3.35	0.05	5.40	0.30	1.75	0.20	0.10	48.11
May 2, 2021	33.87	3.39	3.60	0.05	5.70	0.30	1.75	0.30	0.15	49.11
<b>Group B. Formworkers, concrete smoothers, air tool oper., mortar men, vibrator man, labouring truck drivers, and telehandlers</b>										
May 19, 2019	33.61	3.36	3.10	0.05	5.20	0.30	1.75	0.10	0.05	47.52
May 3, 2020	33.93	3.39	3.35	0.05	5.40	0.30	1.75	0.20	0.10	48.47
May 2, 2021	34.20	3.42	3.60	0.05	5.70	0.30	1.75	0.30	0.15	49.47
<b>Group C. Miners, drillers, wagon drillers, caisson sinkers, powdermen, pile drivers</b>										
May 19, 2019	33.73	3.37	3.10	0.05	5.20	0.30	1.75	0.10	0.05	47.65
May 3, 2020	34.05	3.40	3.35	0.05	5.40	0.30	1.75	0.20	0.10	48.60
May 2, 2021	34.32	3.43	3.60	0.05	5.70	0.30	1.75	0.30	0.15	49.60



# LOCAL UNION SCHEDULE FOR LOCAL 493 - SUDBURY

## ARTICLE 1 - TERRITORIAL JURISDICTION

1.01 The District of Sudbury, Manitoulin Island, Nipissing, Algonquin Provincial Park, Temiskaming, Parry Sound and part of the District of Cochrane lying south of the 49th Parallel, including an eighty (80) kilometre radius of the Timmins Federal Building, including the portion lying north of Highway 101 West to the border of the District of Algoma, including the Town of Chapleau, Cockburn and all other islands situated in Georgian Bay of Lake Huron, shall be recognized as being the exclusive territory jurisdiction of Local 493.

## ARTICLE 2 - HOURS OF WORK

2.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m.

The above-mentioned starting and quitting time may be varied by mutual consent of the Employer and the Union Business Manager.

## ARTICLE 3 - OVERTIME

3.01 The first two (2) hours overtime worked per day Monday to Friday shall be paid for a one and one-half (1 1/2x) times the regular hourly rate. All other overtime shall be paid at (2x) the employee's regular rate of pay.

3.02 In the event of overtime to be worked, then a work break of ten (10) minutes will be provided before the start of such overtime with no loss of pay to the employee for such a break and every two (2) hours thereafter.

3.03 Time lost due to inclement weather may be made up on Saturday at the regular hourly rate of pay, however, any additional hours worked shall be at the appropriate overtime rates.

3.04 No employee will be terminated or discriminated against in any manner for refusing to work overtime.

## **ARTICLE 4 - SHOW-UP TIME**

4.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, etc., shall receive two (2) hours' pay plus travel allowance where applicable, unless he has otherwise been notified one (1) hour before starting time not to report for work.

## **ARTICLE 5 - SHIFT WORK**

5.01 When an employee is required to work on any shift other than the hours set out above, he shall be paid a shift premium of one dollar and twenty-five cents (\$1.25) per hour in excess of his regular rate. However, at no time shall the second shift overlap the present day shift by more than four (4) hours.

5.02 After eight (8) hours in any shift, or after the fifth (5th) shift in any week, the employee shall be paid double(2x) the straight time rate of pay.

5.03 When an employee covered by this Agreement is required to work more than ten (10) hours, a lunch or hot meal shall be provided for him by the Employer. It is also agreed that if such lunch is not provided, he shall be entitled to one-half (1/2) hour's pay at straight time.

## **ARTICLE 6 - VACATION PAY AND HOLIDAY PAY**

6.01 Total vacation pay and statutory holiday pay shall equal ten percent (10%) of gross wages earned, of which six percent (6%) shall be for vacation pay and four percent (4%) shall be in lieu of paid statutory holidays.

6.02 Vacation pay and statutory holiday pay shall be paid weekly unless Local 493 establishes a Vacation and Holiday Pay Trust Fund, in which case all vacation pay and all statutory holiday pay owing shall be remitted weekly with a completed remittance form to the aforesaid Trust Fund as directed by the Trustees.

## **ARTICLE 7 - RECALL**

7.01 The Employer shall have the prerogative, when adding to his work force, to first rehire any employees who are unemployed and who have been in his employ during the preceding twenty-four (24) months, provided they are in good standing with the Union.

Hiring will be on the following basis:

1st two (2) employees selected by the Employer;

3rd employee selected by the union

And this ratio will continue

The Employer shall have the right to name hire one out of every four (25%) employees so long as the member is in good standing with the union and has been registered on the out of work list for a period of 30 days.

## **ARTICLE 8 - SUPERVISION**

8.01 Employees covered by this Agreement shall not be required to take directions or instructions in reference to the work they are doing, or that is to be performed, other than from their working foreman or labour foreman who

shall be a member of the Labourers' International Union of North America, the Employer or his designated representative.

8.02 It is further agreed that those employees covered by this Agreement who are assigned to assist or tender to other tradesmen shall carry out instructions from those tradesmen.

8.03 When a working foreman or labour foreman is appointed by the Employer, he shall receive one dollar and fifty cents (\$1.50) and two dollars (\$2.00) respectively, over the rate of the highest paid employee he is supervising.

## **ARTICLE 9 - TRANSPORTATION, ROOM AND BOARD AND ACCOMMODATION**

9.01 There shall be a free zone extending to a radius of thirty-two (32) kilometres from the Federal Buildings in the following zones. No travel allowance shall be paid for work within these zones:

District of Sudbury - Sudbury

District of Nipissing - North Bay

District of Temiskaming - Kirkland Lake and Haileybury

District of Cochrane - Cochrane

District of Timmins - Timmins

9.02 When transportation is not provided, an employee who works in a zone outside of the above-mentioned free zones and resides more than fourteen (14) kilometres from the project, shall be paid a travel allowance of,

Fifty-five (\$0.55) cents      May 1, 2019

Fifty-five (\$0.55) cents      May 1, 2020

Fifty-five (\$0.55) cents      May 1, 2021

Per road kilometre from the perimeter of the free zone or from the employees residence whichever is less to the project and return on a daily basis for each day worked to be paid weekly.

9.03 Board allowance shall be paid weekly at the following rates,

Fifty-five dollars (\$55.00) May 1, 2019

Fifty-five dollars (\$55.00) May 1, 2020

Fifty-five dollars(\$55.00) May 1, 2021

For each day worked shall be paid to each employee working beyond an eighty (80) kilometre radius and within a one hundred and sixty (160) kilometre radius of the Federal Buildings as per 9.01. Employees that reside less than eighty (80) kilometres from the project shall be paid travel as per 9.02 and no room or board allowance shall apply.

9.04 The Employer shall provide the Employee with lodging that is acceptable to both the Union and the Contractor. When working beyond a one hundred and sixty (160) kilometres radius from the Federal Building, the employee shall receive board allowance of,

Fifty-five dollars (\$55.00) May 1, 2019

Fifty-five dollars (\$55.00) May 1, 2020

Fifty-five dollars(\$55.00) May 1, 2021

Per day, seven (7) days per week to be paid weekly.

The employees that reside less than eighty (80) kilometres from the project, shall be paid travel as per 9.02 and no room and board allowance shall apply.

Employees that reside more than eighty (80) kilometres but less than one hundred and sixty (160) kilometres, 9.03 shall apply.

The Employer shall provide the Employee with lodging that is acceptable to both the Union and the Contractor.

9.05 If the Employer pays board allowance, the Employer shall also pay the travel allowances as set out in 9.02, 9.03 or 9.04 to enable the employee to reach the job site and return home at the aforesaid rate when the job has been completed. If the employee quits without good reason, the travel allowance will not be paid.

(a) Where the employer establishes a camp job and a work schedule has been set, the employee shall be paid mileage from the camp to his or her residence and back to the camp every third turnaround when his or her residence is beyond 160 road kilometers from the project.

9.06 Where room and board is supplied by the Employer, paragraphs 9.03 and 9.04 shall not apply, except that any employee wishing to do so may elect to receive his room and board allowance, as outlined in the preceding paragraphs of this Article, in lieu of using the room and board supplied by the Employer.

(b) Should an employer choose not to provide lodging as per Article 9.04 then they shall supply the employee with room and board allowance at the following rates:

One hundred and five dollars	(\$105.00)	May 1, 2019
One hundred and five dollars	(\$105.00)	May 1, 2020
One hundred and five dollars	(\$105.00)	May 1, 2021

## ARTICLE 10 - CLASSIFICATIONS & WAGE RATES

Article 10 - CLASSIFICATIONS & WAGE RATES												
Local 493 - Group A: Scaffold Erector, Signalman, Form Stripper, Carpenters Help, Conveyor Belt Operator, Truck Driver, Firewatch and all general labour not covered in Group 'B', 'C' or 'D'												
Effective Date	Hourly Rate	Vac Pay	Welfare & Scholarsh	Pension	Training Fund	Organizing Fund	Tri-Fund	Supplemental	Total Pkg.	W.D. Ded	OPDC Dues	Ind. Fund
19/05/2019	27.69	2.77	2.35	6	0.9	0.45	0.05	3.55	43.76	3%	0.4	0.18
03/05/2020	28	2.8	2.45	6.15	1	0.45	0.05	3.71	44.61	3%	0.4	0.19
02/05/2021	28.42	2.84	2.6	6.25	1	0.45	0.05	4	45.61	3%	0.4	0.2
Local 493 - Group B: Bricklayers and Plasterer labourers shall be ten cents (\$0.10) per hour above the minimum hourly rate. Forklift operator as per present practice in the jurisdictional area of Local 493.												
19/05/2019	27.79	2.78	2.35	6	0.9	0.45	0.05	3.55	43.87	3%	0.4	0.18
03/05/2020	28.1	2.81	2.45	6.15	1	0.45	0.05	3.71	44.72	3%	0.4	0.19
02/05/2021	28.52	2.85	2.6	6.25	1	0.45	0.05	4	45.72	3%	0.4	0.2
Local 493 - Group C: Concrete Core Drillers, Grouters, Drillers, Wagon Drillers, Jackhammermen, Gas or Electric Tool Operators, Mixer Operators, Small Pump Operators, 4" discharge and under, Small Compressor Operators, Vibrator Operators, Mortar men and Chippers, shall be fifteen cents (\$0.15) per hour above the minimum hourly rate.												
19/05/2019	27.84	2.78	2.35	6	0.9	0.45	0.05	3.55	43.92	3%	0.4	0.18
03/05/2020	28.15	2.81	2.45	6.15	1	0.45	0.05	3.71	44.77	3%	0.4	0.19
02/05/2021	28.56	2.86	2.6	6.25	1	0.45	0.05	4	45.77	3%	0.4	0.2
Local 493 - Group D: Cement Finishers, Precast Erectors, Powdermen and Blasters shall be thirty cents (\$0.30) per hour above the minimum hourly rate.												
19/05/2019	27.99	2.8	2.35	6	0.9	0.45	0.05	3.55	44.09	3%	0.4	0.18
03/05/2020	28.3	2.83	2.45	6.15	1	0.45	0.05	3.71	44.94	3%	0.4	0.19
02/05/2021	28.72	2.87	2.6	6.25	1	0.45	0.05	4	45.94	3%	0.4	0.2

10.02 If an employee is employed for more than one (1) day on a higher classification, he shall be paid the rate for that classification.

10.02 If an employee is employed for more than one (1) day on a higher classification, he shall be paid the rate for that classification.

## **ARTICLE 11 - GENERAL CONTRACTORS EMPLOYING MASONS AND PLASTERERS**

11.01 The following hours apply to masonry and plasterer tenders only: The regular work week shall consist of forty-two and one-half (42 1/2) hours, made up of eight and one-half (8 1/2) hours per day, Monday to Friday. Refer to the "Trade Appendix for Mason Tenders" for refractory work.

11.02 All employees covered by this Agreement shall be allowed ten (10) minutes wash-up time prior to the end of the shift when working with refractory masons who enjoy such benefit.

11.03 Welfare and Local Union working dues contributions and deductions, as indicated below, shall be remitted to the Labourers' International Union, Local 493 (Welfare Trust Fund) on the forms provided by Local 493.

## **ARTICLE 12 - HEALTH AND WELFARE AND SCHOLARSHIP AND SUPPLEMENTAL PENSION PLAN**

12.01 (a) It is agreed that the established Labourers' Union Local 493 Employee Benefit Trust shall continue and the Employer shall pay an amount as set out in Article 10 – Classification & Wage Rates.

(b) The Employer shall pay HST (harmonized sales tax) on the full amount of health and welfare less ten cents (\$0.10) for scholarship to which no HST is applicable.

12.02 Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to said Fund by the fifteenth (15th) day of the month following.

12.03 Such contributions to be received by the Administrator not later than the fifteenth (15th) day of the calendar month following the month in which those contributions were earned.

12.04 These monies shall be remitted in accordance with this Agreement as per Article 17

## **ARTICLE 13 - PENSION AND TRI-FUND**

13.01 The Employer agrees to contribute as per Article 10 Classification & Wage Rates to the Labourers' Pension Fund of Central and Eastern Canada. These contributions shall be for each hour worked by all employees of the Employers covered by this Agreement and shall be forwarded directly to the Pension Fund Office on the fifteenth (15th) day of the calendar months the hours were worked.

13.02 The Employer agrees to contribute the sum of five (\$0.05) cents per hour worked as Tri-Fund contributions and remitted with pension contributions above. per hour worked as Tri-Fund contributions and remitted with pension contributions above.

## **ARTICLE 14 - EMPLOYER INDUSTRY FUND**

14.01 Each Employer remitting to the Welfare and Pension Plans shall contribute effective May 1, 2019 an amount of eighteen cents (\$0.18) per hour for each hour worked, effective May 1, 2020 an amount of nineteen cents (\$0.19) per hour for each hour worked and effective May 1, 2021 an amount of twenty cents (\$0.20) per hour for each hour worked by each employee covered by the Agreement, which shall be allocated to the Northeastern Ontario Construction Association Employers' Industry Fund. Such monies shall be entered on a form as designated by the Trustees from time to time

and remitted directly to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked.

14.02 Such monies shall be entered on a form as designated by the Trustees from time to time and remitted directly to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked.

14.03 Copy of the report forms and monies shall be remitted to:  
Northeastern Ontario Construction Association  
257 Beatty Street North  
Sudbury, Ontario P3C 4G1

## **ARTICLE 15 - ORGANIZING FUND & TRAINING FUND**

15.01 The Employer agrees to contribute ninety cents (\$0.90) per hour effective on ratification, one dollar (\$1.00) effective May 1, 2020 and one dollar (\$1.00) effective May 1, 2021 for each hour worked by each employee covered by this Agreement into the Training Fund as directed by the Local Union.

15.02 The Employer agrees to contribute forty-five cents (\$0.45) per hour effective on ratification and for each year of this agreement for each hour worked by each employee covered by this agreement into the Organizing Fund as directed by the Local Union.

15.03 Such contributions to be received by the Administrator not later than the fifteenth (15th) day of the calendar month following the month in which those contributions were earned.

15.04 These monies shall be remitted in accordance with this Agreement as per Article 17.

## **ARTICLE 16 - DEDUCTIONS**

16.01 Three percent (3%) of the hourly rate paid to each employee covered by this Agreement shall be deducted for working dues assessment.

16.02 In addition, Ontario Provincial District Council Working Dues of forty cents (\$0.40) per hour effective May 1, 2019 and each year thereafter shall be deducted as provided for in Article 4.02 of the Master Portion and remitted in accordance with Article 17 Remittances.

16.03 Monthly dues effective January 1, 2017, in the amount of thirty-nine dollars (\$39.00) shall be deducted from the first pay of each employee in each month.

## **ARTICLE 17 - REMITTANCES**

17.01 All the above contributions and deductions shall be remitted as follows:

(a) One cheque payable to the "Labourers' Pension Fund of Central & Eastern Canada" PO Box 9002, Lakeshore West PO, Oakville, Ontario L6K 0G1, will cover Article 13 - Pension, Article 14 - Industry Fund and Tri-Fund contributions and Article 16.02 – Provincial Council Dues.

(b) One cheque payable to "LIUNA Local 493", 584 Clinton Avenue, Sudbury, ON P3B 2T2 will cover Article 12.01-Health and Welfare and Scholarship and Supplemental Pension Plan, Article 15.01- Training, Article 15.02-Organizing, Article 16.01-Working Dues, Article 16.03- Monthly Dues.

## **ARTICLE 18 - LAYOFF**

18.01 In the case of layoff, all employees shall receive one hour's notice in advance. However, under no circumstances shall any employee covered by this Agreement be laid off during the first half of any shift.

## ARTICLE 19 – MARKET RECOVERY

Whereas the parties are bound to the Provincial ICI Collective Agreement effective May 1, 2016 (the “Provincial Agreement”);

And whereas Article 20 in the master portion of the agreement provides that, where hardship exist in a local area, a local union and the local employer’s association may reach a memorandum of local exemption in the local union’s geographic area;

And whereas Local 493 and NOCA (Northeastern Ontario Construction Association) wish to enter into a local exemption agreement to alleviate hardship in order to build market share in the ICI sector on targeted projects valued at twenty million dollars and under;

### 19.1 APPLICABILITY

19.01.1 The market retention rates and conditions shall only apply when:

- a) The general contractor must be bidding on a targeted project with a total value estimated to be twenty million dollars or less.
- b) The general contractor must be bidding on work in direct competition with a non-union general contractor or a non-union contractor.
- c) A pre-job may be requested by Local 493 or the OPDC.

19.01.2 In order for the terms of the agreement to apply, the union shall be provided with the following information:

- a) The name and location of the project
- b) The total estimated value of the project
- c) Expected duration of the project
- d) Complete list of bidders on the project (if available)
- e) Copy of bid results (if available)
- f) The company shall notify the union that it intends to apply the terms and conditions of the memorandum prior to the commencement of work

For all other terms and conditions that are not amended as per the memorandum, then both the local schedule and the master portion of the I.C.I. collective agreement shall apply.

Any violation of the terms of this memorandum by the contractor or sub-contractor shall render this market recovery article null and void and then all the terms and conditions, including wages and hours of work of the I.C.I. collective agreement shall apply to all work on the project.

Further, an employer that violates this memorandum will not be permitted to work pursuant to this memorandum on any future projects unless the Union agrees in writing.

#### 19:02: HOURS OF WORK

19.02.1 The regular work hours shall be nine (9) hours per day from Monday to Friday, up to 45 hours per week, any hours outside of the 45 hours per week or 9 hours per day shall be deemed overtime work.

#### 19:03: OVERTIME

19.03 All work performed on Saturdays with the exception of Article 3.03 and 3.04 in the local schedule of the agreement shall be worked at time and one half rates. All other overtime provisions of the collective agreement shall apply.

## SCHEDULE "A" MARKET RECOVERY CLASSIFICATIONS & WAGE RATES

<b>Schedule "A" - Market Recovery Classifications &amp; Wage Rates</b>												
Local 493 - Group A: Scaffold Erector, Signalman, Form Stripper, Carpenters Help, Conveyor Belt Operator, Truck Driver, Firewatch and all general labour not covered in Group B', 'C' or 'D'												
Effective Date	Hourly Rate	Vac Pay	Welfare & Scholar.	Pension	Training Fund	Organizing Fund	Tri-Fund	Supplement. Pension	Ind. Fund	Total Pkg.	W.D. Ded	OPDC Dues
			Fund									
19/05/2019	23.38	0.94	2.35	4.65	0.85	0.35	0.05	1.7	0.05	34.32	3%	0.4
03/05/2020	23.73	0.95	2.45	4.8	0.95	0.35	0.05	1.84	0.05	35.17	3%	0.4
02/05/2021	24.17	0.97	2.6	4.9	0.95	0.35	0.05	2.13	0.05	36.17	3%	0.4
Local 493 - Group B: Bricklayers and Plasterer labourers shall be ten cents (\$0.10) per hour above the minimum hourly rate. Forklift operator as per present practice in the jurisdictional area of Local 493.												
19/05/2019	23.43	0.94	2.35	4.65	0.85	0.35	0.05	1.7	0.05	34.37	3%	0.4
03/05/2020	23.78	0.95	2.45	4.8	0.95	0.35	0.05	1.84	0.05	35.22	3%	0.4
02/05/2021	24.22	0.97	2.6	4.9	0.95	0.35	0.05	2.13	0.05	36.22	3%	0.4
Local 493 - Group C: Concrete Core Drillers, Grouters, Drillers, Wagon Drillers, Jackhammers, Gas or Electric Tool Operators, Mixer Operators, Small Pump Operators, 4" discharge and under, Small Compressor Operators, Vibrator Operators, Mortar men and Chippers, shall be fifteen cents (\$0.15) per hour above the minimum hourly rate.												
19/05/2019	23.48	0.94	2.35	4.65	0.85	0.35	0.05	1.7	0.05	34.42	3%	0.4
03/05/2020	23.83	0.95	2.45	4.8	0.95	0.35	0.05	1.84	0.05	35.27	3%	0.4
02/05/2021	24.27	0.97	2.6	4.9	0.95	0.35	0.05	2.13	0.05	36.27	3%	0.4
Local 493 - Group D: Cement Finishers, Precast Erectors, Powdermen and Blasters shall be thirty cents (\$0.30) per hour above the minimum hourly rate.												
19/05/2019	23.63	0.95	2.35	4.65	0.85	0.35	0.05	1.7	0.05	34.58	3%	0.4
03/05/2020	23.98	0.96	2.45	4.8	0.95	0.35	0.05	1.84	0.05	35.43	3%	0.4
02/05/2021	24.42	0.98	2.6	4.9	0.95	0.35	0.05	2.13	0.05	36.43	3%	0.4
If an employee is employed for more than one (1) day on a higher classification, he shall be paid the rate for that classification.												

If an employee is employed for more than one (1) day on a higher classification, he shall be paid the rate for that classification.

### 19.05 : DURATION

Unless notice of termination is given, this memorandum shall be in force from the date of approval by both parties up to the expiry of the current I.C.I. collective agreement.

## **ARTICLE 20 - APPRENTICESHIP PROGRAM**

20.01 The following shall be the hours and rates of pay for apprentices:

0 – 1000 Hours      70% of article 10.01 Group D (except benefit contributions)

1001 – 2000 Hours    80% of article 10.01 Group D

2001 – 3000 Hours    90% of article 10.01 Group D

A member will be considered to be a full red seal Construction Craft worker and as such shall be paid the full applicable labourers rate as per Article 10 after successful completion of the Construction Craft Worker exam. Proof of completion shall be provided upon request.

## **ARTICLE 21 - T-2200 FORM**

21.01 The employer shall provide when applicable a Canada Revenue Agency Form T-2200 "Declaration of Employment" to workers under the terms of the Collective Agreement.

## **ARTICLE 22 - METATARSALS**

22.01 Employees shall receive an additional \$0.10 cents per hour above the hourly rate on projects where metatarsal footwear is required by the owner.

Where it is unclear whether the owner required the use of metatarsal footwear, the Union and the Sudbury Construction Association shall meet and mutually determine whether this agreement shall be in effect.

The metatarsal agreement shall expire at the end of the current agreement and shall only be renewed by mutual agreement between the Union and the Sudbury Construction Association.

## ARTICLE 23 - STUDENTS

### 23.01 (a) Student Clause

Students may be hired between the period April 15th to September 15th at the ratio of one (1) to ten (10) regular members of the Union, as per employer to a maximum of two (2) students, must become a member of the Labourers' Union pay initiation fees (to be a reasonable amount which is to be left to the discretion of the Union), pay Union dues, pay working dues and receive wages not less than fifty percent (50%) of the experienced labourers' rate.

Students shall be laid-off first.

(c) In times of economic hardship the Union shall have the right to deny said request.

## ARTICLE 24 – TRAINING

### 24.01

a) The union agrees that, upon request from a contractor bound to the terms of this agreement, it shall dispatch from the hall, or otherwise provide to the contractor, only those members who are fully trained by the local in those aspects of Health and Safety and those aspects of training as agreed to from time to time by the local union and employers association and the LAC where required.

b) The local union agrees that, upon request, it shall provide, in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in (a) above.

c) The union agrees the Health and Safety Training programs to be delivered are WHMIS/GHS, Confined Spaces, Working at Heights, Worker Health and Safety Awareness, and such provincially mandated Health and Safety Training Programs within the Industrial Commercial and Institutional sector.

d) Require all employees to have available at all times the Training Verification Card provided to all employees by the union, which verifies the employee is qualified to perform the work as requested.



# **LOCAL UNION SCHEDULE FOR LOCAL 506 – TORONTO AND SIMCOE COUNTY**

## **ARTICLE 1 - ADMINISTRATIVE PARTY**

1.01 Pursuant to the provisions of Article 1.03 of the Master Agreement, the Employers recognize Local 506 as the administrative party of these Schedules within Ontario Labour Relations Board Area No. 8, being The Municipality of Metropolitan Toronto, The Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and the portion of the Town of Milton within the geographic Township of Esquesing, and the Towns of Ajax and Pickering in the Regional Municipality of Durham and in the County of Simcoe in Board Area No.18 excluding the townships of Rama, Mara and Thorah.

Where there is any conflict between the Schedules and any other provisions of this Provincial Agreement, then the provisions of these Schedules shall prevail.

## **ARTICLE 2 - COMMON CONDITIONS**

2.01 All the terms and conditions of these schedules shall be applicable to all work in Local 506's jurisdiction in Board Area No. 8 and Simcoe County (excluding the townships Rama, Mara and Thorah) except for those Articles which are specifically limited to one area or to Formwork in particular.

## **ARTICLE 3 - HIRING**

3.01 All employees hired on all projects must produce a work referral slip issued by the Local Union. If the Union is not able to give a member a work referral slip, the Union shall then electronically send the referral slip to the Employer's head office.

3.02 Where an Employer wishes to hire additional labourer(s), the Employer shall contact the Local 506 Union Hall to request the referral of such labourer(s). At the time of placing the request, the Employer shall be entitled to name one-half of the number of labourers requested, subject to the following conditions:

(a) the labourer(s) requested is a member(s) in good standing of Local 506;

(b) the member is unemployed as a result of voluntary termination and has been registered on the out-of-work list for two (2) weeks or more;

(c) The Employer will do everything possible to ensure that layoffs are not used to abuse the seventy-five percent (75%) name hire right. When layoffs occur the Employer shall endeavour to layoff in the same 75% ratio that was used during hiring, provided the employee is competent and capable of performing the work.

3.03 The Employer may, subject to the provisions of Article 12 (Business Representatives, Stewards), Section 12.03 of the Master Portion, transfer employees presently in their employment from one project to another.

3.04 Notwithstanding the seventy-five percent (75%) ratio provided for herein, the Employer shall be free to rehire any employee who has been in their employment in the previous five (5) months provided they are still members in good standing of the Local Union and they are unemployed and registered on the work referral list. It is understood that the recall of employees must be requested by calling the Local Union.

3.05 New Members

(a) New members may be hired subject to the terms and conditions of Article 27-Construction Craft Worker.

## **ARTICLE 4 - HOURS OF WORK**

4.01 The regular working hours per day shall be eight and one-half (8 1/2) from Monday to Thursday inclusive and six (6) hours on Friday (subject to variation as herein provided) and the maximum number of working hours per week shall be forty (40) and work outside these hours shall be overtime

work, provided should inclement weather cause employees on a project to lose time during the regular working week, then the six (6) hours may be extended by mutual consent to eight and one-half (8 1/2) hours at regular time rates, providing that by doing so forty (40) hours for that regular working week are not exceeded, in which case overtime rates will apply.

4.02 The Employer shall have the right, after notice to the Union, to vary the regular working hours to provide for eight (8) hours per day, Monday to Friday inclusive.

#### 4.03 Regular Day Shift

The regular day shift will be worked between the hours of 7:00 a.m. and 4:30 p.m.

4.04 (a) The following conditions apply in relation to hours of work for all employers exclusively engaged in concrete forming construction within the jurisdictional territory of Local 506.

(b) A regular work week shall consist of forty two and one half (42 ½) hours made up of eight and one-half (8 ½) hours per day, Monday to Friday, between the hours of 7:00 a.m. and 6:00 p.m. This does not constitute a guarantee of hours.

## **ARTICLE 5 - OVERTIME**

5.01 Except as set out under Article 6 - Shift Work, all work performed by labourers under this Agreement in excess of the regular workday shall be overtime work. The rate of wages shall be time and one-half (1 1/2x) the regular day shift rate for the first three (3) hours of overtime work and double time (2x) the regular dayshift rate thereafter.

5.02 All work performed on Saturdays and Sundays shall be deemed overtime work and paid for at double (2x) the regular day shift rate.

5.03 Where no Steward has been appointed on a project, the Employer shall notify the Union by telephone or facsimile in advance of working overtime on a Saturday, Sunday or Statutory Holiday. The parties agree that such language is enforceable under Section 133 of Labour Relations Act.

## ARTICLE 6 - SHIFT WORK

6.01 A regular second shift shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The second shift will commence between the hours of 3:30 p.m. and 7:30 p.m. provided however that the Friday second shift will commence between 1:00 p.m. and 7:30 p.m. and such second shift will be scheduled for a minimum of eight (8) hours. All work on thesecond shift is to be paid at a premium of three dollars and twenty five cents (\$3.25) per hour in excess of the employee's classified rate. When on shift work overtime at double the regular dayshift rate will apply from Saturday at 00:01 to Sunday at 23:59.

### 6.02 Third Shift

A regular third shift shall consist of a maximum of eight (8) hours per day and a maximum of forty (40) hours per week. The third shift will commence between the hours of 8:00 p.m. and 12:00 midnight. All work on the third shift is to be paid at a premium of three dollars and seventy-five cents (\$3.75) per hour in excess of the employee's classified rate.

There shall be no pyramiding (multiplying) of shift premiums. Overtime rates shall apply as prescribed in Article 5.

6.03 All overtime work performed on Saturdays, Sundays and recognized holidays shall be calculated from all hours worked after 12:01 a.m.

Shift premiums are not applicable when work is performed pursuant to the Occupied Premises language of Article 7.02 of the Master Portion of the Collective Agreement.

## ARTICLE 7 - INCLEMENT WEATHER AND SHOW-UP TIME

7.01 Two (2) hours' pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports to work at the Employer's shop or job but work is not available due to any reason, other than inclement weather.

7.02 One (1) hour's pay, together with travelling allowance whenever applicable, shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time whenever requested by the superintendent or foreman. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. Where work commences during or following the above noted one hour and is subsequently stopped due to inclement weather, employees will be paid the greater of hours worked or four (4) hours inclusive of the above noted hours.

## **ARTICLE 8 - LAYOFF**

8.01 In the case of layoff, all employees will receive two (2) hour's notice in advance or pay in lieu of notice.

8.02 The Employer shall use best efforts not to layoff employees on the first day of its workweek.

## **ARTICLE 9 - SUB-CONTRACTING**

9.01 For the purpose of Article 2 of the Master Portion of the Provincial Agreement, Local 506 shall be recognized as the exclusive affiliated bargaining agent for the work of Formworker labourers on building structures within Ontario Labour Relations Board Area No. 8 and Ontario Labour Relations Board Area No. 18 excluding the townships of Rama, Mara and Thorah.

## **ARTICLE 10 - SPECIALTY TERMS AND CONDITIONS**

10.01 The terms and conditions of the Collective Agreement between the Local and various Employers shall apply to post-tensioning, prestressing, diamond concrete saw cutting, cutting, coring and drilling and the erection and finishing of precast concrete products.

## **ARTICLE 11 - VACATION PAY**

11.01 (a) Vacation pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned after the date hereof.

(b) During the term of anyone(1) year, two (2) weeks' vacation without pay may betaken by an employee exclusive of statutory holidays.

(c) Payment of vacation pay shall be made weekly. Vacation pay shall include an amount of four percent (4%) in lieu of payment for statutory holidays.

## **ARTICLE 12 - WELFARE**

12.01 It is agreed that the established Labourers' Union, Local 506 (Construction Division) Employees Benefit Trust shall continue and the Employer shall pay the sum as outlined in Article 18, 19, 20, 21 and 22 per hour earned by each employee covered by this Agreement. Such monies entered on a form as designated by the Trustees from time to time and remitted directly to the said Welfare Fund by the fifteenth (15th) day of the month following the month for which the contributions are made.

### **12.02 Prepaid Legal**

It is agreed that the Employer shall pay into the established Labourers' Union Local 506 Prepaid Legal Services Trust, an amount of seven cents (\$0.07) per hour earned for each employee covered under this Agreement. Such monies to be remitted in accordance with Article 12.01 above.

## **ARTICLE 13 - TRAINING**

13.01 It is agreed that the Employer shall pay a per hour contribution as listed in article18, 19, 20, 21 and22ofthe Local Union Schedule into the Labourers' Local 506 Training Fund for each hour earned by each employee covered by this Agreement. Such monies shall be entered on a form as designed by the Training Fund by the fifteenth (15th) day of the month following the month for which the contributions are made.

### 13.02 WHMIS

The Employer agrees to pay the sum of two cents (\$0.02) per hour for each hour earned by the employees of the Employer covered by this Agreement to the Labourers' Local 506 Training Fund in respect of WHMIS Training. This payment shall be solely at the Employer's expense and shall be in addition to the total wage rates, contributions and allowances provided for in this Agreement and any renewals thereof. It is further understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the Occupational Health and Safety Act and regulations thereto.

## **ARTICLE 14 - PENSION AND L.I.U.N.A. CANADIAN TRI-FUND**

14.01 It is agreed that the Employer shall pay into the established Labourers' Pension Fund of Central and Eastern Canada the sum as outlined in Article 18, 19, 20, 21 and 22 per hour for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the preceding calendar month.

The parties hereto may apply on the advice of the Trustees of the Funds established or continued hereunder part of the wage increases for the provisions of benefits.

14.02 The Employer agrees to contribute the sum of five cents (\$0.05) per hour worked as Tri-Fund contributions and remit same to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which the hours were worked.

## **ARTICLE 15 - LABOURERS' UNION ADMINISTRATION FUND DEDUCTIONS AND CONTRIBUTIONS**

15.01 The employee hereby agrees that each Employer shall deduct an amount equal to three percent (3%) of the Group "A" hourly rate per hour for each hour earned to be allocated to the Labourers' International Union, Local 506 Administration Fund. Such monies to be remitted together with an additional deduction as provided for in Article 4.01 of the Master Portion for Monthly Union Dues to the Administrator of the Welfare Trust Fund with welfare contributions.

15.02 In addition, Ontario Provincial District Council working dues of forty cents (\$0.40) as provided for in Article 4.02 of the Master Portion, shall be deducted and remitted monthly, no later than the fifteenth (15th) day of each month following the month for which deductions were made, for deposit to the "Labourers' International Union, Local 506 Administration Fund".

15.03 A new employee deduction of three cents (\$0.03) per hour for a Scholarship fund shall be established, which amount shall be taken from the total monetary settlement.

## **ARTICLE 16 - PROJECT NOTIFICATION**

16.01 Employers undertake to advise Local 506 of the name and location of projects expected to have a duration greater than 90 days. The parties agree that such language is enforceable under Section 133 of Labour Relations Act.

## **ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND**

17.01 Each Employer bound by this Agreement shall contribute twenty-five cents (\$0.25) per hour for each hour worked by each employee covered by this Agreement as required by Article 4.04 of the Master Portion.

# ARTICLE 18 - TORONTO O.L.R.B. BOARD #8 – I.C.I. WAGES AND CLASSIFICATIONS SCHEDULE

Effective Date	Hourly Rate	Vac. Pay	Welfare Dental	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Ind. Fund	OPDC Dues	Schr. Fund	WD Ded	Strike Fund	Retiree Fund
			E	W	E	W	E		W	W	W	E	E	E
<b>Group A General Labourer</b>										<b>Deducted from Worker</b>				
5/19/2019	35.86	3.58	3.25	9.10	0.80	0.05	0.07	52.71	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	36.54	3.65	3.50	9.20	0.90	0.05	0.07	53.91	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	37.22	3.72	3.75	9.30	1.00	0.05	0.07	55.11	0.25	0.40	0.05	1.12	0.05	0.25
<b>Group B Formworker, Concrete Worker, Jackhammer Operators</b>														
5/19/2019	36.87	3.68	3.25	9.10	0.80	0.05	0.07	53.82	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	37.59	3.76	3.50	9.20	0.90	0.05	0.07	55.07	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	38.41	3.84	3.75	9.30	1.00	0.05	0.07	56.42	0.25	0.40	0.05	1.12	0.05	0.25
<b>Group C Bricklayers Labourers Including Mortarmen</b>														
5/19/2019	37.76	3.77	3.25	9.10	0.80	0.05	0.07	54.80	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	38.44	3.84	3.50	9.20	0.90	0.05	0.07	56.00	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	39.12	3.91	3.75	9.30	1.00	0.05	0.07	57.20	0.25	0.40	0.05	1.12	0.05	0.25
<b>Group D Pit Miners in Caissons Drillers and Wagon Drillers Over 4" Deep</b>														
5/19/2019	36.16	3.62	3.25	9.10	0.80	0.05	0.07	53.05	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	36.85	3.68	3.50	9.20	0.90	0.05	0.07	54.25	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	37.53	3.75	3.75	9.30	1.00	0.05	0.07	55.45	0.25	0.40	0.05	1.12	0.05	0.25
<b>Group E Flagman and Watchmen</b>														
5/19/2019	33.86	3.38	3.25	9.10	0.80	0.05	0.07	50.51	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	34.54	3.45	3.50	9.20	0.90	0.05	0.07	51.71	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	35.22	3.52	3.75	9.30	1.00	0.05	0.07	52.91	0.25	0.40	0.05	1.12	0.05	0.25
<b>Group F Cleaner and Sorters</b>														
5/19/2019	29.78	2.98	3.25	9.10	0.80	0.05	0.07	46.03	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	30.46	3.05	3.50	9.20	0.90	0.05	0.07	47.23	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	31.15	3.11	3.75	9.30	1.00	0.05	0.07	48.43	0.25	0.40	0.05	1.12	0.05	0.25
<b>Foreman 10% Above Group A Rate</b>														
5/19/2019	39.45	3.95	3.25	9.10	0.80	0.05	0.07	56.67	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	40.19	4.02	3.50	9.20	0.90	0.05	0.07	57.93	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	40.94	4.09	3.75	9.30	1.00	0.05	0.07	59.20	0.25	0.40	0.05	1.12	0.05	0.25
<b>Group G 1st Term Apprentice 65% of Group A Rate (No Pension) 0-800 hours</b>														
5/19/2019	23.31	2.33	3.25	0.00	0.80	0.05	0.07	29.81	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	23.75	2.37	3.50	0.00	0.90	0.05	0.07	30.64	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	24.19	2.42	3.75	0.00	1.00	0.05	0.07	31.48	0.25	0.40	0.05	1.12	0.05	0.25
<b>2nd Term Apprentice 75% of Group A Rate (No Pension) 801- 1600 hours</b>														
5/19/2019	26.90	2.69	3.25	0.00	0.80	0.05	0.07	33.76	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	27.41	2.74	3.50	0.00	0.90	0.05	0.07	34.67	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	27.92	2.79	3.75	0.00	1.00	0.05	0.07	35.58	0.25	0.40	0.05	1.12	0.05	0.25
<b>3rd Term Apprentice 90% of Group A Rate (Full Benefits) 1601- 2400 hours</b>														
5/19/2019	32.27	3.22	3.25	9.10	0.80	0.05	0.07	48.76	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	32.89	3.29	3.50	9.20	0.90	0.05	0.07	49.90	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	33.50	3.35	3.75	9.30	1.00	0.05	0.07	51.02	0.25	0.40	0.05	1.12	0.05	0.25
Journey Person 100% Of Group A Rate (Full Benefit Package) 2400 Hours + Upon Production Of A Journey Person Certificate														
( E ) - FUNDS REPORTED ON HOURS EARNED														
( W ) - FUNDS REPORTED ON HOURS WORKED														

# ARTICLE 19 - TORONTO O.L.R.B. BOARD AREA #8 – FORMWORK WAGES AND CLASSIFICATIONS SCHEDULE

Effective Date	Hourly Rate	Vac. Pay	Welfare Dental	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Ind. Fund	OPDC Dues	Schlr. Fund	WD Ded	Strike Fund	Retiree Fund
			E	W	E	W	E		W	W	W	E	E	E
<b>Formworker Group 1 - Labourers Scaffold Formwork Strip 100% of Group B</b>										<b>Deducted from Worker</b>				
5/19/2019	36.86	3.69	3.25	9.10	0.80	0.05	0.07	53.82	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	37.59	3.76	3.50	9.20	0.90	0.05	0.07	55.07	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	38.41	3.84	3.75	9.30	1.00	0.05	0.07	56.42	0.25	0.40	0.05	1.12	0.05	0.25
<b>Swamper/Signalman Vibrator Operator \$2.75 Above Formwork Group 1</b>														
5/19/2019	39.61	3.96	3.25	9.10	0.80	0.05	0.07	56.84	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	40.34	4.03	3.50	9.20	0.90	0.05	0.07	58.09	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	41.16	4.12	3.75	9.30	1.00	0.05	0.07	59.45	0.25	0.40	0.05	1.12	0.05	0.25
<b>Ride On Machine Operator \$2.00 Above Formwork Group 1</b>														
5/19/2019	38.86	3.89	3.25	9.10	0.80	0.05	0.07	56.02	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	39.59	3.96	3.50	9.20	0.90	0.05	0.07	57.27	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	40.41	4.04	3.75	9.30	1.00	0.05	0.07	58.62	0.25	0.40	0.05	1.12	0.05	0.25
<b>Foreman 10% Above Formworker Group 1</b>														
5/19/2019	40.55	4.05	3.25	9.10	0.80	0.05	0.07	57.87	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	41.35	4.13	3.50	9.20	0.90	0.05	0.07	59.20	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	42.25	4.22	3.75	9.30	1.00	0.05	0.07	60.64	0.25	0.40	0.05	1.12	0.05	0.25

## TICLE 19 - TORONTO O.L.R.B. BOARD AREA #8 - FORMWORK WAGES AND CLASSIFICATIONS SCHEDULE (CONT'D)

<b>1st Term Apprentice 65% of Group 1 Rate (No Pension) 0-800 hours</b>														
5/19/2019	23.96	2.39	3.25	0.00	0.80	0.05	0.07	30.52	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	24.43	2.44	3.50	0.00	0.90	0.05	0.07	31.39	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	24.97	2.50	3.75	0.00	1.00	0.05	0.07	32.34	0.25	0.40	0.05	1.12	0.05	0.25
<b>2nd Term Apprentice 75% of Group 1 Rate (No Pension) 801- 1600 hours</b>														
5/19/2019	27.64	2.77	3.25	0.00	0.80	0.05	0.07	34.58	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	28.19	2.82	3.50	0.00	0.90	0.05	0.07	35.53	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	28.81	2.88	3.75	0.00	1.00	0.05	0.07	36.56	0.25	0.40	0.05	1.12	0.05	0.25
<b>3rd Term Apprentice 90% of Group 1 Rate (Full Benefits) 1601- 2400 hours</b>														
5/19/2019	33.17	3.32	3.25	9.10	0.80	0.05	0.07	49.76	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	33.83	3.38	3.50	9.20	0.90	0.05	0.07	50.93	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	34.57	3.46	3.75	9.30	1.00	0.05	0.07	52.20	0.25	0.40	0.05	1.12	0.05	0.25
<b>Journey Person 100% Of Group A Rate (Full Benefit Package) 2400 Hours + Upon Production Of A Journey Person Certificate</b>														
<b>( E ) - FUNDS REPORTED ON HOURS EARNED</b>														
<b>( W ) - FUNDS REPORTED ON HOURS WORKED</b>														

## ARTICLE 20 - SIMCOE O.L.R.B. BOARD AREA #18 – I.C.I. WAGES AND CLASSIFICATIONS SCHEDULE

Effective Date	Hourly Rate	Vac. Pay	Welfare Dental	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Ind. Fund	OPDC Dues	Schr. Fund	WD Ded	Strike Fund	Retiree Fund
			E	W	E	W	E		W	W	W	E	E	E
<b>Group A General Labourer</b>										<b>Deducted from Worker</b>				
5/19/2019	32.31	3.23	3.25	9.10	0.80	0.05	0.07	48.81	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	32.93	3.29	3.50	9.20	0.90	0.05	0.07	49.94	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	33.55	3.35	3.75	9.30	1.00	0.05	0.07	51.07	0.25	0.40	0.05	1.01	0.05	0.25
<b>Group B Formworker, Concrete Worker, Jackhammer Operators</b>														
5/19/2019	33.09	3.31	3.25	9.10	0.80	0.05	0.07	49.67	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	33.75	3.37	3.50	9.20	0.90	0.05	0.07	50.84	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	34.49	3.45	3.75	9.30	1.00	0.05	0.07	52.11	0.25	0.40	0.05	1.01	0.05	0.25
<b>Group C Bricklayers Labourers Including Mortarmen</b>														
5/19/2019	33.34	3.33	3.25	9.10	0.80	0.05	0.07	49.94	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	33.96	3.39	3.50	9.20	0.90	0.05	0.07	51.07	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	34.57	3.46	3.75	9.30	1.00	0.05	0.07	52.20	0.25	0.40	0.05	1.01	0.05	0.25
<b>Group D Cleaner and Sorters</b>														
5/19/2019	27.23	2.72	3.25	9.10	0.80	0.05	0.07	43.22	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	27.85	2.78	3.50	9.20	0.90	0.05	0.07	44.35	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	28.46	2.85	3.75	9.30	1.00	0.05	0.07	45.48	0.25	0.40	0.05	1.01	0.05	0.25
<b>Foreman 10% Above Group A Rate</b>														
5/19/2019	35.54	3.55	3.25	9.10	0.80	0.05	0.07	52.36	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	36.22	3.62	3.50	9.20	0.90	0.05	0.07	53.56	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	36.91	3.69	3.75	9.30	1.00	0.05	0.07	54.77	0.25	0.40	0.05	1.01	0.05	0.25

# ARTICLE 20 - SIMCOE O.L.R.B. BOARD AREA#18 – I.C.I. WAGES AND CLASSIFICATIONS SCHEDULE (CONT'D)

<b>Group G 1st Term Apprentice 65% of Group A Rate (No Pension) 0-800 hours</b>														
5/19/2019	21.00	2.10	3.25	0.00	0.80	0.05	0.07	27.27	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	21.40	2.14	3.50	0.00	0.90	0.05	0.07	28.06	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	21.81	2.18	3.75	0.00	1.00	0.05	0.07	28.86	0.25	0.40	0.05	1.01	0.05	0.25
<b>2nd Term Apprentice 75% of Group A Rate (No Pension) 801- 1600 hours</b>														
5/19/2019	24.23	2.42	3.25	0.00	0.80	0.05	0.07	30.82	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	24.70	2.47	3.50	0.00	0.90	0.05	0.07	31.69	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	25.16	2.52	3.75	0.00	1.00	0.05	0.07	32.55	0.25	0.40	0.05	1.01	0.05	0.25
<b>3rd Term Apprentice 90% of Group A Rate (Full Benefits) 1601- 2400 hours</b>														
5/19/2019	29.08	2.91	3.25	9.10	0.80	0.05	0.07	45.26	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	29.64	2.96	3.50	9.20	0.90	0.05	0.07	46.32	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	30.20	3.02	3.75	9.30	1.00	0.05	0.07	47.39	0.25	0.40	0.05	1.01	0.05	0.25
<b>Journey Person 100% Of Group A Rate (Full Benefit Package) 2400 Hours + Upon Production Of A Journey Person Certificate</b>														
(E) - FUNDS REPORTED ON HOURS EARNED														
(W) - FUNDS REPORTED ON HOURS WORKED														

# ARTICLE 21 - SIMCOE O.L.R.B. BOARD AREA #18 – FORMWORK WAGES AND CLASSIFICATIONS SCHEDULE

Effective Date	Hourly Rate	Vac. Pay	Welfare Dental	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Ind. Fund	OPDC Dues	Schlr. Fund	WD Ded	Strike Fund	Retiree Fund
			E	W	E	W	E		W	W	W	E	E	E
<b>Formworker Group 1 - Labourers Scaffold Formwork Strip 100% of Group B</b>										<b>Deducted from Worker</b>				
5/19/2019	33.27	3.33	3.25	9.10	0.80	0.05	0.07	49.87	0.25	0.40	0.03	1.08	0.05	0.25
5/3/2020	33.93	3.39	3.50	9.20	0.90	0.05	0.07	51.04	0.25	0.40	0.03	1.10	0.05	0.25
5/2/2021	34.67	3.47	3.75	9.30	1.00	0.05	0.07	52.31	0.25	0.40	0.05	1.12	0.05	0.25
<b>Swamper/Signalman Vibrator Operator \$2.75 Above Formwork Group 1</b>														
5/19/2019	36.02	3.60	3.25	9.10	0.80	0.05	0.07	52.89	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	36.68	3.67	3.50	9.20	0.90	0.05	0.07	54.07	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	37.42	3.74	3.75	9.30	1.00	0.05	0.07	55.33	0.25	0.40	0.05	1.01	0.05	0.25
<b>Ride On Machine Operator \$2.00 Above Formwork Group 1</b>														
5/19/2019	35.27	3.53	3.25	9.10	0.80	0.05	0.07	52.07	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	35.93	3.59	3.50	9.20	0.90	0.05	0.07	53.24	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	36.67	3.67	3.75	9.30	1.00	0.05	0.07	54.51	0.25	0.40	0.05	1.01	0.05	0.25
<b>Foreman 10% Above Formworker Group 1</b>														
5/19/2019	36.60	3.66	3.25	9.10	0.80	0.05	0.07	53.53	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	37.32	3.73	3.50	9.20	0.90	0.05	0.07	54.77	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	38.14	3.81	3.75	9.30	1.00	0.05	0.07	56.12	0.25	0.40	0.05	1.01	0.05	0.25

# ARTICLE 21- SIMCOE O.L.R.B. BOARD AREA #18- FORMWORK WAGES AND CLASSIFICATIONS SCHEDULE (CONT'D)

<b>1st Term Apprentice 65% of Group 1 Rate (No Pension) 0-800 hours</b>														
5/19/2019	21.63	2.16	3.25	0.00	0.80	0.05	0.07	27.96	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	22.06	2.21	3.50	0.00	0.90	0.05	0.07	28.79	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	22.54	2.25	3.75	0.00	1.00	0.05	0.07	29.66	0.25	0.40	0.05	1.01	0.05	0.25
<b>2nd Term Apprentice 75% of Group 1 Rate (No Pension) 801- 1600 hours</b>														
5/19/2019	24.95	2.50	3.25	0.00	0.80	0.05	0.07	31.62	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	25.45	2.55	3.50	0.00	0.90	0.05	0.07	32.52	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	26.00	2.60	3.75	0.00	1.00	0.05	0.07	33.47	0.25	0.40	0.05	1.01	0.05	0.25
<b>3rd Term Apprentice 90% of Group 1 Rate (Full Benefits) 1601- 2400 hours</b>														
5/19/2019	29.94	2.99	3.25	9.10	0.80	0.05	0.07	46.20	0.25	0.40	0.03	0.97	0.05	0.25
5/3/2020	30.54	3.05	3.50	9.20	0.90	0.05	0.07	47.31	0.25	0.40	0.03	0.99	0.05	0.25
5/2/2021	31.20	3.12	3.75	9.30	1.00	0.05	0.07	48.49	0.25	0.40	0.05	1.01	0.05	0.25
<b>Journey Person 100% Of Group A Rate (Full Benefit Package) 2400 Hours + Upon Production Of A Journey Person Certificate</b>														
( E ) - FUNDS REPORTED ON HOURS EARNED														
( W ) - FUNDS REPORTED ON HOURS WORKED														

## ARTICLE 22 - PLASTERERS' & DRYWALL LABOURERS WAGES AND CLASSIFICATIONS SCHEDULE

Effective Date	Hourly Rate	Vac. Pay	Welfare Dental	Pens.	Train. Fund	Tri Fund	Legal	Total Pkg.	Ind. Fund	OPDC Dues	Schlr. Fund	WD Ded	Strike Fund	Retiree Fund
			E	W	E	W	E		W	W	W	E	E	E
<b>Drywall Labourer</b>										<b>Deducted from Worker</b>				
5/19/2019	34.63	3.46	3.15	7.60	0.55	0.05	0.07	49.51	0.25	0.40	0.03	1.04	0.05	0.25
5/3/2020	35.31	3.53	3.40	7.70	0.65	0.05	0.07	50.71	0.25	0.40	0.03	1.06	0.05	0.25
5/2/2021	35.99	3.60	3.65	7.80	0.75	0.05	0.07	51.91	0.25	0.40	0.05	1.08	0.05	0.25
<b>Plaster Labourer</b>														
5/19/2019	34.83	3.48	3.15	7.60	0.55	0.05	0.07	49.73	0.25	0.40	0.03	1.04	0.05	0.25
5/3/2020	35.51	3.55	3.40	7.70	0.65	0.05	0.07	50.93	0.25	0.40	0.03	1.06	0.05	0.25
5/2/2021	36.19	3.62	3.65	7.80	0.75	0.05	0.07	52.13	0.25	0.40	0.05	1.08	0.05	0.25
(E) - FUNDS REPORTED ON HOURS EARNED														
(W) - FUNDS REPORTED ON HOURS WORKED														

## ARTICLE 23 - WAGES AND CLASSIFICATION SCHEDULES

23.01 Labourers hired for Group "F" Classification shall be hired from the Union Hall.

23.02 The above rates in Group "B", "C", "D", "E", "F" or "G" will only apply to hours actually worked in such classifications.

23.03 Labourers who are not physically able to perform normal duties will be offered available work as flagmen or watchmen.

### 23.04 Working Foreman

(a) A working foreman shall receive a minimum of ten (10%) percent above the Group "A" Labourer rate for the purposes of Articles 18 & 20 and the Group "1" Labourer rate for the purposes of Articles 19 & 21.

(b) Where an Employer appoints a Labourer as a lead hand he will receive a rate above the Group "A" Labourer as follows:

Effective May 1, 2011: Five(5%) percent

(c) After six (6) labourers are employed by the employer on a project, a foreman will be selected by the employer. The employer agrees that such foreman shall be a member of Local 506. This provision does not preclude supervisory personal of the employer from giving direction and instruction to members of Local 506.

#### 23.05 Suspended Access Platforms

A premium of two dollars and fifty cents (\$2.50) per hour shall be paid to employees covered by this Agreement when working on a light duty swing stage.

23.06 (a) Employees whose primary task is ride-on Machine Operator on any given work day shall be paid a premium of two dollars (\$2.00) per hour above his/her rate for all hours worked that day.

(b) Employees whose primary task is Swamper/Signalman or Vibrator Operator on any given working day shall be paid a premium of two dollars and seventy-five cents (\$2.75) above his/her rate for all hours worked that day.

23.07 Cement (floor) finishers will be paid pursuant to the cement finisher's appendix to this agreement.

#### 23.08 Job Classifications for Formwork wage and Classifications Schedule

- (a) Formwork Clean up Labourers
- (b) Material Handling Labourers
- (c) Carpenter Helpers
- (d) Erection and Dismantling Labourers
- (e) Concrete Vibrator Labourers
- (f) Swampers
- (g) Formwork Cement Finishers
- (h) Scaffold Erector
- (i) Formwork Stripper
- (j) Ride on Machine Operator
- (k) Vibrator Operator

## ARTICLE 24 - TRANSPORTATION ALLOWANCE – TORONTO O.L.R.B. AREA #8

24.01 (a) **Zone 1** - The area bounded by the east boundary of Highway 27 on the west, and the south boundary of Steeles Avenue on the north and the west boundary of Kennedy Road on the east.

**Zone 2** - The jurisdictional area outside of Zone 1.  
\$9.00 effective May 1, 2013

(b) Where key men are required to work beyond the Ontario Labour Relations Board Area No. 8, they shall not be paid less than the home base conditions contained herein.

(c) Where an employee covered by the conditions of this Schedule is required to stay out of town, he/she shall be paid the cost of approved transportation. Board and lodging at sixty-five dollars (\$65.00) effective May 1, 2016 or actual costs upon presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodations for room and board.

## ARTICLE 25 - TRANSPORTATION ALLOWANCE – SIMCOE – O.R.L.B. AREA #18 EXCLUDING RAMA, MARA AND THORAH

25.01 Travel Expenses

**Zone 1.** The area up to a forty (40) kilometer limit by Direct Road (no allowance) from Barrie City Hall.

**Zone 2.** Outside of Zone 1  
\$10.00

25.02 Board and Lodging

Paid as prescribed in 24.01(c) (as may be amended)

## **ARTICLE 26 - APPLICABLE TO FORMWORK ONLY – JURISDICTION**

26.01 All jurisdictional problems on formwork matters shall be settled by:  
(a) Internally by the parties involved, or  
(b) Referred to a Formwork Council made up of Representatives of the General Contractors Section of the Toronto Construction Association and the Concrete Forming Association of Ontario.

If no resolution as per (a) and (b) above, then either party can refer to the Ontario Labour Relations Board.

## **ARTICLE 27 - CONSTRUCTION CRAFT WORKER**

27.01 The parties hereby agree to recognize and support the Construction Craft Worker Apprenticeship with the Ontario Ministry of Training, Colleges and Universities. They also agree to participate on Local Apprenticeship Committee (LAC) to develop and implement programs and plans of training for work covered by this Agreement.

Such programs and plans of training shall be incorporated in their entirety into and form part of this Agreement.

As such the Local Apprenticeship Committee for the Labourers' International Union of North America, Local 506 has developed the following programs and plans of training for work covered by the above noted Collective Agreement.

### **1. Training**

The apprentice agrees to follow all training and instruction provided during the term of apprenticeship and abide by the conditions outlined in the General Requirement of the Construction Craft Labourer Apprenticeship Program. The apprentice understands that leaving the apprenticeship program may terminate his membership in Local 506.

Apprentices employed under this Agreement shall be required to attend apprenticeship school when directed to do so by the Local Apprenticeship Committee.

Any apprentices refusing to attend or not attending school when directed by the Local Apprenticeship Committee shall be sufficient cause for suspension or discharge from employment.

The Training Centre will provide off-the-job training as directed by the Local Apprenticeship Committee and will keep records of training completed.

The Employer agrees to provide on-the-job training, pay wages, and abide by ratios and in class requirements as set out herein.

The Union agrees to accept apprentices as apprentice members of Local 506 with the benefits and privileges of union membership except as limited for apprentices by the Constitution, by-laws and working rules of the Union. These benefits and privileges cease should the apprentice leave the program.

## **2. Terms and Wages of Apprentices Local 506 Board Area #8 and 18**

First Term Apprentice: 0-800 hours – Labourers 65% of Labourer Group A Rate including Benefit Package (except Pension Contributions).

Formworkers 65% of Formworkers Group 1 Rate including Benefit package (except for pension contributions).

Second Term Apprentice: 801-1600 hours – Labourers 75% of Labourer Group A Rate including Benefit Package (except Pension Contributions).

Formworkers 75% of Formworkers Group 1 Rate including Benefit package (except for pension contributions).

One year following the date of commencement of work under this agreement, new members' rates will be adjusted to the applicable labourers' rates including pension.

Third Term Apprentice: 1601 hours – 2400 hours –

Labourers 90% of Labourers Group A Rate plus Full Benefit Package.

Formworker 90% of Formworker Group I Rate plus full Benefit Package.

Note: No Employer contribution in respect to pension (Article 14) will be made. Following the requisite 1600 hours worked under this agreement, new members' rates will be adjusted to the applicable labourers' rates to include pension.

Journeyman: 2400 hours and more – 100% of the full wage package. Upon production of a journeyman Certificate.  
No employee shall suffer a loss in wages as a result of these amendments and applicable wage increases shall apply

### **3. Ratio of Apprentices**

When hiring the Employer agrees to hire an employ a Construction Craft Worker Apprentice at the Union's request, but in no event shall the Employer be required to employ or maintain a ratio of not more that one (1) apprentice to four (4) journeyman, unless by mutual consent between the Union and the Employer.

### **4. Miscellaneous**

#### **No Apprentice shall act in a supervisory capacity.**

(a) A record book showing which Employer the apprentice has worked for, the type of work performed, and the amount of hours worked shall at all times be kept by the apprentice and signed by each Employer for inspection by any perspective Employer, the Training Centre and the Union.

(b) The Employer shall from time to time sign off on the Apprenticeship Training Standards record book.  
The programs and plans developed herein may be amended by the Local Apprenticeship Committee from time to time but must be attached to and form part of the Agreement.

(c) New members, who can provide evidence of construction experience acceptable to the employer and to the union, may be paid journeyman's rate of pay.

## ARTICLE 28 – FORMWORK MAKEUP TIME

28.01 Where an employer is experiencing undue hardship on a project due to inclement weather, members may be requested to work make-up time on a voluntary basis only. No more than two (2) extra hours per weekday may be worked to a total of ten (10) hours per day and then double time would be applied. Make-up hours are agreed not to exceed eight (8) hours per week, Monday to Friday.

If the total allowable make-up time has not been achieved Monday through Friday, the Employer may request an employee to work on Saturday on a voluntary basis, at time and one half (1 1/2 ) to a maximum of six (6) hours and double time thereafter.

No reprisals may be imposed to a member for not agreeing to work make-up time. Any violation to this make-up time clause proven by the Union may deem a contractor ineligible to utilize it in the future.

# **LOCAL UNION SCHEDULE FOR LOCAL506 – BOARD AREA 7 – COUNTY OF WELLINGTON AND BOARD AREA 27 – COUNTY OF DUFFERIN**

## **ARTICLE 1 - HOURS OF WORK**

1.01 The regular working hours for employees covered by this Agreement shall be eight and one-half (8 1/2) hours per day and forty two and one-half (42 1/2) hours per week, to be worked between the hours of 7:30 a.m. and 5:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday. Employees will be allowed a lunch period of one half hour (1/2) to one (1) hour, depending on the individual project practice.

## **ARTICLE 2 - OVERTIME**

2.01 The rate of time worked in excess of the regular working days of the week shall be at time and one-half (1 1/2x) for the first two (2) hours of overtime and at the rate of double time (2x) over and above the two(2) hours worked. Saturdays, Sunday sand holidays shall be at double time (2x) rates.

2.02 For industrial maintenance construction work carried out on Saturdays, the first eight (8) hours shall be at time and one-half (1 1/2x). Any additional hours shall be at double time (2x). For purposes of this clause, maintenance construction shall consist of repair work, alterations and changes within existing industrial facilities.

## **ARTICLE 3 - SHIFT WORK**

3.01 The regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift periods will commence at 12:01 a.m. Monday morning and the final shift period of the week must be complete no later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight (8) hour period.

3.02 Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two shifts will be paid at the rate of one and one-eighth times (1 1/8x) the regular hourly rate of pay.

3.03 All shift work between the hours of 12:01 a.m. Saturday morning and 11:59 p.m. Sunday evening shall be paid for at double (2x) the regular hourly rate of pay.

3.04 No employee shall be permitted to work more than one shift in any twenty-four (24) hour period unless the overtime rate of pay is paid. The termination of any shift schedule shall always be no later than 11:59 p.m.

## **ARTICLE 4 - VACATION PAY**

\*Vacation pay will be in accordance with the Master Portion and adopted herein.

4.01 Vacation pay and recognized holiday allowance will be paid at the rate of ten (10%) percent of gross earnings. It being understood that six (6%) percent shall be designated as vacation pay and four (4%) percent in lieu of recognized holiday pay.

4.02 Vacation pay and Statutory Holiday pay to be paid weekly.

## **ARTICLE 5 - TRAVEL AND TRANSFER DURING WORKING HOURS**

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 Any employee covered by this Agreement who drives a company vehicle, shall be paid transportation time both ways.

5.03 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at one hundred twenty five dollars (\$125.00) per day that he reports for work.

5.04 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.03.

5.05 Travelling expenses shall be paid to all employees who are required to report for work outside of the free zones described below at the rate of forty-eight cents (\$0.48) per kilometre effective May 1, 2019 from the edge of the free zone to the job site and return.

Zone One, a sixty kilometre radius from City Hall in Cambridge

Zone Two, a sixty kilometer radius from the Town Hall in Flesherton

Refer to map to be attached which shall replace the zone chart

5.06 When and employee is transferred at the request of the Employer during working hours and provided his own transportation he/she shall be paid his/her regular rates of pay while travelling from job to job, plus transportation costs forty-eight (\$0.48) cents per kilometre effective May 1, 2013. The travel allowance will also apply when reporting allowance under paragraphs 7.01 and 7.02.

## **ARTICLE 6 - IRREGULAR WORKING HOURS**

6.01 The normal project starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the project to do so and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

6.02 Any work performed under these conditions, outside of the regular working hours of 7:30 a.m. to 5:00 p.m., shall be paid for at one and one-eighth times (1 1/8x) the regular rate of pay, save and except when overtime rates apply.

## **ARTICLE 7 - EMPLOYMENT AND REPORTING ALLOWANCE**

7.01 Any member of the Union being sent to a job by the Union Dispatcher at the request of any Employer or his representative and within a specified time limit, shall be guaranteed a minimum of two (2) hours pay provided that the Employer or his representative has been given a list of names of the employees the Union Dispatcher proposed to send.

7.02 Any employee reporting for work at 8:00 a.m. or any other time when so instructed and who cannot or is not permitted to work by reason of shortage of materials, shall be guaranteed two (2) hours pay, whether he starts work at a later hour being of no consequence, providing he remains on the job for two(2) hours' duration. The requirements of this provision, shall not apply to any employee who was instructed the previous day not to report to work.

7.03 Any employee reporting for work at 8:00 a.m. or any other time, and who cannot work due to inclement weather, shall be guaranteed two (2) hours' pay, whether he starts work at a later hour being of no consequence, provided he remains on the jobs for two (2) hours duration. The requirements of this provision shall not apply to any employee who was instructed the previous day not to report for work.

7.04 In case of lay-off, all men/women will receive two hour's notice in advance or pay in lieu of notice.

## **ARTICLE 8 - WELFARE**

8.01 The Employer agrees to contribute the amount of welfare as defined in Article , Labourers' Local 506 Health and Welfare Trust Fund, for each hour worked by the employees of the Employer covered by this Agreement as mutually agreed by both parties.

## **ARTICLE 9 - PENSION**

9.01 The Employer agrees to contribute the amount of pension as defined in Article 12 to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement.

## **ARTICLE 10 - UNION DUES**

10.01 The employees hereby agree that each Employer shall deduct from each employee the amount of working dues as defined in Article 12 per hour for each hour worked. Effective 2019, Forty cents (\$0.40) of said amount is for Ontario Provincial District Council Working Dues to be remitted as provided for in Article 4.02 of the Master Portion. Such deductions shall be compiled monthly and remitted no later than the fifteenth (15th) day of each month following the month for which deductions were made and forwarded to Local 506.

10.02 The Employer agrees that each Employer shall deduct an amount equal to three percent (3%) of the base hourly rate for each hour earned to be allocated to the Labourers' International Union, Local 506 Administration Fund.

## **ARTICLE 11 - ASSOCIATION CONTRIBUTIONS**

11.01 Each Employer bound by this agreement shall contribute twenty-six cents (\$0.26) per hour for each hour worked by each employee covered by this agreement as required by article 4.04 of the Master Portion.

# ARTICLE 12 - WAGES

## 12.01 Wellington - Dufferin - Local 506

Labourer	Effective Date	Basic Rate	Vacation Pay	Welfare Dental	Pension (W)	Training Fund (E)	Tri-Fund (W)	Legal Fund (E)	Total Package	Industry Fund (W)	Deducted from Worker		
											OPDC (W)	Scholar Fund (W)	Working Dues (E)
Local 506	5/1/2018	\$30.32	\$3.03	\$3.25	\$6.50	\$0.25	\$0.05	\$0.00	\$43.40	\$0.20	\$0.40	\$0.40	3%
	5/19/2019	\$30.80	\$3.08	\$3.25	\$6.60	\$0.30	\$0.05	\$0.07	\$44.15	\$0.26	\$0.40	\$0.03	3%
	5/3/2020	\$31.21	\$3.12	\$3.50	\$6.70	\$0.40	\$0.05	\$0.07	\$45.05	\$0.26	\$0.40	\$0.03	3%
	5/2/2021	\$31.71	\$3.17	\$3.75	\$6.80	\$0.50	\$0.05	\$0.07	\$46.05	\$0.26	\$0.40	\$0.05	3%
<b>Signal Person, Swaper, Concrete Vibrator Person, Forklift Zoom Boom Operator</b>													
Local 506	5/1/2018	\$31.06	\$3.11	\$3.25	\$6.50	\$0.25	\$0.05	\$0.00	\$44.22	\$0.20	\$0.40	\$0.40	3%
	5/19/2019	\$31.55	\$3.15	\$3.25	\$6.60	\$0.30	\$0.05	\$0.07	\$44.97	\$0.26	\$0.40	\$0.03	3%
	5/3/2020	\$31.96	\$3.19	\$3.50	\$6.70	\$0.40	\$0.05	\$0.07	\$45.87	\$0.26	\$0.40	\$0.03	3%
	5/2/2021	\$32.45	\$3.25	\$3.75	\$6.80	\$0.50	\$0.05	\$0.07	\$46.87	\$0.26	\$0.40	\$0.05	3%
<b>Mason Tender I</b>													
Local 506	5/1/2018	\$31.51	\$3.15	\$3.25	\$6.50	\$0.25	\$0.05	\$0.00	\$44.71	\$0.20	\$0.40	\$0.40	3%
	5/19/2019	\$31.99	\$3.20	\$3.25	\$6.60	\$0.30	\$0.05	\$0.07	\$45.46	\$0.26	\$0.40	\$0.03	3%
	5/3/2020	\$32.40	\$3.24	\$3.50	\$6.70	\$0.40	\$0.05	\$0.07	\$46.36	\$0.26	\$0.40	\$0.03	3%
	5/2/2021	\$32.90	\$3.29	\$3.75	\$6.80	\$0.50	\$0.05	\$0.07	\$47.36	\$0.26	\$0.40	\$0.05	3%
<b>( E ) - FUNDS REPORTED ON HOURS EARNED</b>													
<b>( W ) - FUNDS REPORTED ON HOURS WORKED</b>													

# ARTICLE 12 - WAGES

## 12.01 Wellington - Dufferin – Local 506 (cont.)

<u>Mason Tender II</u>														
<u>Local 506</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Vacation Pay</u>	<u>Vacation Dental</u>	<u>Welfare (E)</u>	<u>Pension (W)</u>	<u>Training Fund (E)</u>	<u>Tri-Fund (W)</u>	<u>Legal Fund (E)</u>	<u>Total Package</u>	<u>Industry Fund (W)</u>	<u>Deducted from Worker</u>		
												<u>OPDC (W)</u>	<u>Scholar Fund (W)</u>	<u>Working Dues (E)</u>
Current	5/1/2018	\$32.01	\$3.20	\$3.25	\$6.50	\$0.25	\$0.05	\$0.00	\$0.20	\$45.26	\$0.20	\$0.40	\$0.40	3%
	5/19/2019	\$32.49	\$3.25	\$3.25	\$6.60	\$0.30	\$0.05	\$0.07	\$0.26	\$46.01	\$0.26	\$0.40	\$0.40	3%
	5/3/2020	\$32.90	\$3.29	\$3.50	\$6.70	\$0.40	\$0.05	\$0.07	\$0.26	\$46.91	\$0.26	\$0.40	\$0.40	3%
	5/2/2021	\$33.40	\$3.34	\$3.75	\$6.80	\$0.50	\$0.05	\$0.07	\$0.26	\$47.91	\$0.26	\$0.40	\$0.40	3%
<u>Cement Finisher</u>														
<u>Local 506</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Vacation Pay</u>	<u>Vacation Dental</u>	<u>Welfare (E)</u>	<u>Pension (W)</u>	<u>Training Fund (E)</u>	<u>Tri-Fund (W)</u>	<u>Legal Fund (E)</u>	<u>Total Package</u>	<u>Industry Fund (W)</u>	<u>Deducted from Worker</u>		
												<u>OPDC (W)</u>	<u>Scholar Fund (W)</u>	<u>Working Dues (E)</u>
Current	5/1/2018	\$32.06	\$3.21	\$3.25	\$6.50	\$0.25	\$0.05	\$0.00	\$0.20	\$45.32	\$0.20	\$0.40	\$0.40	3%
	5/19/2019	\$32.55	\$3.25	\$3.25	\$6.60	\$0.30	\$0.05	\$0.07	\$0.26	\$46.07	\$0.26	\$0.40	\$0.40	3%
	5/3/2020	\$32.95	\$3.30	\$3.50	\$6.70	\$0.40	\$0.05	\$0.07	\$0.26	\$46.97	\$0.26	\$0.40	\$0.40	3%
	5/2/2021	\$33.45	\$3.35	\$3.75	\$6.80	\$0.50	\$0.05	\$0.07	\$0.26	\$47.97	\$0.26	\$0.40	\$0.40	3%

<u>(E) - FUNDS REPORTED ON HOURS EARNED</u>													
<u>(W) - FUNDS REPORTED ON HOURS WORKED</u>													
<u>Foreman Rate - Article 16</u>													
Any Labourer / Cement Finisher who is designated by the Employer as a working Foreman shall be paid a differential of not less than \$3.00 per hour													
<u>Apprentices</u>													
60 % of Journeyman Rate for the First 600 hours													
80% of Journeyman Rate from 601-1200 hours													

## **ARTICLE 13 - APPRENTICES**

13.01 The Employer shall have the right to one (1) apprentice for every ten (10) labourers from Local 506. Apprentices shall as a condition of employment, make application to the Union within five (5) days, and become a member of the Union within thirty (30) days from the commencement of employment. On any succeeding period of employment, the apprentice shall be required to pay a readmission fee plus monthly dues.

## **ARTICLE 14 - RECALL**

14.01 Under the provisions of Article 3.01 of the Master Portion, the Employer when adding to his work force shall have the prerogative of first recalling any unemployed member in good standing with Local 506, as long as the member has worked for ten (10) consecutive days previous to being recalled.

The member has to have been in his/her employ during the twelve (12) months of the date of rehire, and such employees shall retain a referral slip from the Union within two (2) working days of the date of rehire.

14.02 Members of other Local Unions, who have transferred into Local 506, will not be eligible for recall unless the member has transferred into Local 506 at least twelve (12) months prior to the date of recall. Members that transfer out of Local 506 with a company and back will have the right to be recalled within twelve (12) months of his return to membership in Local 506.

## **ARTICLE 15 - TRAINING**

15.01 The Employer agrees to contribute an amount as prescribed in Article 12 – Wages.

## **ARTICLE 16 - FOREMAN**

16.01 Any labourer/cement finisher, who is designated by the Employer as a working foreman, shall be paid a differential not less than three dollars (\$3.00) per hour.

## **ARTICLE 17 - UNION REPRESENTATION LEAVE OF ABSENCE**

17.01 Officers of the Union or the Council shall be granted leave of absence when required for Union or Council business, providing that one (1) weeks' notice is given to the Employer.

## **ARTICLE 18 - MAKE UP TIME**

Where time is lost on a project due to weather conditions it may be made up at straight time for up to two (2) hours following the regular work day Monday to Friday and for the first four (4) hours on Saturday in the week in which the time was lost.

All such makeup time shall be on a voluntary basis.

## **ARTICLE 19 – AMENDMENT OF CONTRIBUTION AMOUNTS**

19.01 Local 506, with 60 days written notice to the Grand Valley Construction Association, may amend the amount of contributions for Pension, Welfare, Training, and / or deductions for Union dues, but such adjustments shall not affect the total wage package.

## ARTICLE 20 – ADMINISTRATION

20.01: The Employer shall have full mobility for its current employees and for any employees entitled to recall rights, as prescribed in Article 14 throughout the counties of Waterloo, Wellington, Dufferin, Grey, Norfolk, and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27, and 28 for all Employees under this Schedule (formerly Local 1081).

20.02: When an Employer requires additional employees, it shall contact the responsible local union for any new hires under this Schedule.

20.03: The Union, including the Parties to this Collective Agreement, recognize the Golden Horseshoe General Contractors' Association ("GHGCA") as the exclusive administrative party of this Collective Agreement and in specific, this Schedule.

20.04: The Employer agrees to send all remittances to Local 506, in accordance with this Schedule.

20.05: There shall be a single total wage package for all work performed in the counties of Waterloo, Wellington, Dufferin, Grey, Norfolk, and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27, and 28 (formerly Local 1081).

# LOCAL UNION SCHEDULE FOR LOCAL 527 – OTTAWA

For the Territorial Jurisdiction of Labourers' International Union of North America, Local 527 (hereinafter called "Local 527").

## ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes Local 527 as the exclusive administrative party of the Collective Agreement for all occupations herein covered under Appendix "A" in its employ, working in or out of Zones 1, 2 and 3 of this schedule and for whom Local 527 has bargaining rights. All terms and conditions applicable in the Brockville Schedule shall apply to Zone 4.

**ZONE 1 -** The Regional Municipality of Ottawa-Carleton and the County of Russell.

**ZONE 2 -** The Counties of Lanark, Grenville, Dundas, Stormont, Glengarry, Prescott and all work within the geographical boundaries of McNab Township in the County of Renfrew including all Municipalities therein.

**ZONE 3 -** All work within the County of Renfrew remaining from Zone 2.

**ZONE 4 -** The Township of Rideau Lakes, Township of Elizabethtown-Kitley and the City of Brockville

1.02 It is agreed and understood that the work of watchman and flagman will be as determined by Appendix "A".

1.03 Security guards must not perform the above-mentioned occupations. Security guards may be hired during a strike for protection of property. If Local 527 cannot supply watchmen or flagmen, then the Employer may hire guards who shall be replaced by members of Local 527 as soon as available.

## **ARTICLE 2 - SUBCONTRACTING**

2.01 It is agreed that the subcontractor clause of the Master Portion of the Provincial Agreement will apply to concrete finishing in the geographical area covered by Local 527.

2.02 Subcontractors who are also signatory to the National Capital Road Builders Association Collective Agreement for excavation, sewers and watermains, road building and parking lot construction, shall be bound by their Agreement for the classifications and wages, hours of work, overtime, vacation pay and benefit contributions while working inside the property line. This applies only to work covered by the classifications in said Agreements and the Employer agrees to sublet only to subcontractors who are in contractual relation with the Union while acting as a subcontractor within the I.C.I. project.

2.03 Subcontractors who are also signatory to the Concrete Cutting and Coring Collective Agreement shall be bound by their Agreement for wages, hours of work, overtime, vacation pay and benefit contributions, while working inside the property line. This applies only to work covered by the classifications in said Agreement and the Employer agrees to sublet only to subcontractors who are in contractual relations with the Union while acting as a subcontractor within the I.C.I. project.

## **ARTICLE 3 - WAGES**

3.01 The wages shall be as per Appendix "A" attached hereto, which shall form part of this Schedule.

## **ARTICLE 4 - HOURS OF WORK AND OVERTIME RATES**

4.01 The regular work week shall consist of forty-two and one half (42 1/2) hours made up of eight and one half (8 1/2) hours per day, Monday through

Friday, between 7:00a.m. and 5:00p.m. Starting and quitting times between April 15 and September 15 may be modified by agreement of Local 527 and the Employer.

4.02 Time and one-half (1 1/2x) shall be paid for all hours worked in excess of the above.

4.03 Double time (2x) shall be paid for all hours worked on Sundays and statutory holidays.

4.04 Where the employees are required to work overtime they shall be allowed a fifteen (15) minute break period without loss of wages. Where such overtime results in the employees having to work longer than ten (10) hours on any shift, they will receive sixteen dollars (\$16.00) effective May 5, 2019, seventeen (\$17.00) dollars effective May 3, 2020 and eighteen (\$18.00) dollars effective May 2, 2021 as food allowance or a reasonable hot meal to be provided by the Employer.

## **ARTICLE 5 - REPORTING TIME AND NOTICE OF LAYOFF**

5.01 Subject to Sections 5.02 and 5.03 for the purpose of determining the minimum wage that shall be paid to an employee:

**(a)** The employee shall be deemed to be working during the time that he is required by his Employer to remain at his place of employment whether or not he is otherwise working; and

**(b)** An employee who is required by his Employer to report at his place of employment and who works less than three (3) hours on any day shall be paid for at least three (3) hours.

5.02 Section 5.01 does not apply when the Employer is unable to provide work for the employee because of fire, lightning, power failure, storms or like cause of work stoppage beyond the control of the Employer.

5.03 Section 5.01 does not apply when the employees have been previously notified that there will be no work or when an employee reports in a physical state detrimental to the employees and/or the Employer.

5.04 One hour (1) reporting time for inclement weather will be paid to the employees covered by this Agreement.

5.05 Any employee shall be entitled, when he is laid-off, to one (1) hour's notice with pay or as per the tradesmen he tenders, whichever is the greater.

## **ARTICLE 6 - FOREMEN**

6.01 The Employer agrees that members of Local 527 shall receive orders only from one person, who shall be either the Labourers' foreman or the supervisor.

6.02 If the foreman or the supervisor instructs the members of Local 527 to do so, then the members of the Union may receive orders from the tradesmen they tender.

6.03 Labourers' foreman shall be subject to the provisions of Article 2 of the Master Portion of the Agreement.

## **ARTICLE 7 - SHIFT WORK PREMIUM**

7.01 All shift work is to be paid at a premium of time and one-seventh. Time and one-half (1 1/2x) on shift work shall be paid for, calculated on the basis of the shift premium.

7.02 Shift work is any shift other than the regular work day contemplated by Article 4 of this Schedule and subject to Article 18 of this Schedule.

## **ARTICLE 8 - VACATION PAY**

8.01 Vacation Pay shall be ten (10%) percent of total earnings. The remittance of vacation pay shall be made as required herein by Article 12.03 of this Schedule.

8.02 There shall be no discrimination against any employee who takes a maximum of two (2) weeks vacation in any one year.

8.03 It is understood that vacation pay includes six (6%) percent for the statutory holidays and four (4%) percent for vacation pay. However, work performed on statutory holidays will be paid at double (2x) time the regular rate of wage.

8.04 By agreement of the Employer and the Local Union, construction sites may close down during the two (2) weeks of the Christmas (December 25) and New Year (January 1) holidays. Such shut down will not be considered to be an illegal work stoppage or lock-out.

## **ARTICLE 9 - TRAVELLING ALLOWANCE**

9.01 If any project under construction by the Employer is located beyond a distance of fifty road kilometres (50km) from the Carling Avenue & Preston Street intersection in Ottawa or beyond the city limits of Cornwall, the members of the Union who are normally employed inside the above-mentioned distance, or who are normally employed inside the city limits of Cornwall, and are required to travel to or from this project, shall have their transportation arranged by the Employer.

9.02 There shall be no discrimination against any employee who refuses to travel more than twenty (20) kilometres beyond the limits of the above mentioned distance or the city limits of Cornwall.

9.03 Travelling time, at regular rate of pay, but not to exceed four (4) hours in any one day, shall be paid to employees travelling beyond the above mentioned distance or beyond the city limits of Cornwall.

9.04 All travelling time shall be paid, as above-mentioned, at regular rate of pay and shall not be included in calculating overtime, if specified on pay information slips.

9.05 Employees who are required by the Employer to temporarily relocate and reside at or near a project, shall have transportation paid to and from the project once each way. Travelling time shall be paid as per paragraphs 3 and 4 of this Article. The Employer shall also provide to the employees adequate board or lodging or pay to the employees one hundred and thirty (\$130.00) dollars per day or an equal amount to the one paid to the tradesmen they tender, whichever is the greater. No deduction of board and lodging allowance is to be made for holidays or day lost through no fault of the employees. Such payment shall be itemized on the pay information slip.

9.06 (a) If an employee is required to travel from one job site to another using his personal vehicle, he shall be paid at the rate of fifty-six (\$0.56) cents per road kilometre effective May 5, 2019, fifty-seven (\$0.57) cents effective May 3, 2020 and fifty-eight (\$0.58) cents effective May 2, 2021 via the shortest route, as a vehicle expense.

(b) The Employer will endeavour to provide parking spaces for the employees.

On projects where parking of employees' vehicles is a problem, it is agreed that a pre-job conference will be held to examine options to address the parking problem.

9.07 The Employer shall provide, when applicable, a Canada Revenue Agency form T2200 Declaration of Condition of Employment to employees working under the terms of this Collective Agreement.

## **ARTICLE 10 - NEW JOB CLASSIFICATION**

10.01 In the event any new job classification shall fall under the jurisdiction of the Union, a rate of pay will be negotiated at that time.

## **ARTICLE 11 - STUDENTS**

11.01 Students hired as such between April 15 and September 15 must become members of Local 527 as per Article 2 of this Agreement. The Employer will be allowed one (1) student up to seven (7) labourers, two (2) students up to fourteen (14) labourers and one (1) student thereafter for every additional seven (7) labourers. Lesser rates of wages for students as such shall be mutually agreed by the Employer, Local 527 and the student before hiring time.

## ARTICLE 12 - WELFARE, VACATION PAY, ADMINISTRATION AND UNION DUES, PENSION, HEALTH AND SAFETY, AND TRI FUND

12.01 The Employer agrees to contribute to the following Funds:

	EFFECTIVE DATES		
CONTRIBUTIONS TO THE BENEFIT FUND	MAY 5, 2019	MAY 3, 2020	MAY 2, 2021
L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund	1.74	1.84	1.94
L.I.U.N.A., Local 527 Admin. Fund	1.08	1.08	1.08
L.I.U.N.A., Local 527 Legal Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Scholarship Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Tri-Fund (consisting of L.I.U.N.A., Local 527 LECET Fund, L.I.U.N.A. Local 527 Health and Safety Fund and the L.I.U.N.A., Local 527 Training Fund)	0.27	0.27	0.27
<b>Total Contributions to Benefit Plan</b>	<b>3.15</b>	<b>3.25</b>	<b>3.35</b>
PST on Benefit Fund	0.139	0.147	0.155
<b>Total</b>	<b>3.289</b>	<b>3.397</b>	<b>3.505</b>
Pension Fund	6.52	6.72	6.92
Canadian Tri-Fund	0.05	0.05	0.05
L.I.U.N.A. O.P.D.C. Administration Dues	0.40	0.40	0.40
<b>Total Contributions to Pension Fund</b>	<b>6.97</b>	<b>7.17</b>	<b>7.37</b>
<b>TOTAL CONTRIBUTIONS</b>	<b>10.259</b>	<b>10.567</b>	<b>10.875</b>
Industry Fund	0.10	0.10	0.10
HST on Industry Fund	0.013	0.013	0.013
<b>Total Contributions to Industry Fund</b>	<b>0.113</b>	<b>0.113</b>	<b>0.113</b>

12.02 The Employer agrees to contribute to the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund the above mentioned contributions to the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund for each hour worked by each employee covered by Appendix "A" of this Schedule.

The hourly rate shown in Appendix "A" of this Schedule has been reduced

to cover LIUNA Ontario Provincial District Council Administration Dues and L.I.U.N.A., Local 527 Administration Fund and each employee covered by this schedule has agreed to the reduction and shall be remitted monthly by the Administrator of the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund to Local 527 Secretary-Treasurer.

Legal Fund contributions shall be remitted by the Administrator of the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund to the Local 527 Legal Services (1997) Trust Fund.

L.I.U.N.A. Local 527 Scholarship contributions shall be remitted monthly by the Administrator of the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund to the L.I.U.N.A. Local 527 Scholarship Trust Fund.

Local 527 Tri-Fund shall be remitted by the Administrator of the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund, as directed by Local 527, to one or all of the following funds: L.I.U.N.A., Local 527 LECET Fund, L.I.U.N.A., Local 527 Health and Safety Fund and the L.I.U.N.A., Local 527 Training Fund.

12.03 The Employer agrees to remit the vacation pay to the Local 527 Vacation Pay Trust Fund.

12.04 Both parties agree to an equal number of Trustees to manage the Benefit and Vacation Pay Trust Fund.

12.05 The Employer agrees to contribute the above mentioned contributions to the Labourers' Pension Fund of Central and Eastern Canada. The Employer further agrees to remit along with the pension contributions, the Canadian Tri-Fund Contributions and L.I.U.N.A. Ontario Provincial District Council Administration Dues.

12.06 All of the above-mentioned contributions shall be remitted monthly, not later than the fifteenth (15th) day of each month following the month for which such deductions or contributions were earned.

12.07 Contributions to the L.I.U.N.A., Local 527 Labourers' Benefit Health and Safety Trust Fund and vacation pay shall be remitted to the Local 527 Trust Funds and Contributions to the Pension Fund shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall itemize and remit all of the above contributions on forms supplied by the Administrators of the Benefit, Vacation Pay and Tri-Funds and send one copy of such a form at the same time to Local 527.

12.08 A penalty of five (5%) percent or sixty (60%) percent per annum of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding beyond the fifteenth (15th) day of each month.

12.09 If Local 527 decides to revise the above deductions or contributions, then the Employer agrees to deduct accordingly.

12.10 Each monthly report of contributions to the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund, vacation pay and contributions to the Pension Fund shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding month.

12.11 The Local Union and the Trustees of the L.I.U.N.A., Local 527 Legal Services (1997) Trust Fund agree to hold harmless and indemnify the Employers and the E.B.A. against any liability incurred as a result of the aforesaid contributions to the L.I.U.N.A., Local 527 Legal Services (1997) Trust Fund. The L.I.U.N.A. Local 527 Legal Services (1997) Trust Fund shall exclude from coverage controversies involving the Employer of a member, the Union and the Ottawa Construction Association or the E.B.A.

12.12 The Employer Industry Fund as required by Article 4.04 of the Master Portion of this Agreement, shall be remitted on forms supplied by the Administrator of the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund by all Employers signatory to the Agreement and working in Zones I, II and III irrespective of any requirements in any trade appendix to the Master Agreement.

The sum received by the Association shall be the Employer's contribution to the costs of the Association in negotiating and administering this Collective Agreement and other related labour relations matters.

## **ARTICLE 13 - NO DISCRIMINATION**

13.01 There shall be no discrimination against any veterans who elect not to work on Remembrance Day, provided that the said employees notify the contractor prior to Remembrance Day of their intention not to work.

## **ARTICLE 14 - ELDERLY PROTECTION CLAUSE**

14.01 The Employer agrees to hire at least one member fifty-five (55) years of age or over for every ten (10) labourers in their employ, provided such member is medically fit and capable of performing the work.

## **ARTICLE 15 - HIRING/RECALL**

15.01 When hiring, a request by the Employer for a named individual who is a member in good standing of the Union, registered on the out of work list, shall not be unreasonably denied by the Union.

15.02 When hiring, the Employer shall have the prerogative of first rehiring any employee who has been in his employ during the preceding twelve (12) months of the date of rehire and such employee shall first obtain a referral slip from the Union.

LIUNA Local Union 527

## **ARTICLE 16 - UNION DUES**

16.01 The Employer agrees to deduct Union dues in accordance with Article 4.01 of the Master Agreement.

## ARTICLE 17 - APPRENTICES

Construction Craft Workers (CCW) must have their valid WHMIS, Working at Heights and Confined Space Entry certifications to receive the above remuneration.

17.01 Labourers' Local 527 and the Employer shall initiate and maintain Apprenticeship Programs for members of Local 527.

Apprenticeship Programs must be successfully completed by all applicants at the Labourers' Local 527 Training and Education Center and thereafter, they will be accredited with the trade status (CCW) at the end of the applicable Apprenticeship Program.

The Employers must fill in the necessary Apprenticeship Training Standard to be eligible to employ apprentices.

17.02 The content of the Apprenticeship Training Program and the courses/training and standards required shall be set by the Local Industry Advisory Committee (LIAC).

17.03 Apprentices shall be paid the following:

### First year apprentice

For the first eight hundred (800) hours worked; 1st year Apprentice will be dispatched at:

Effective May 5, 2019 - \$18.50 per hour

Effective May 3, 2020 - \$19.00 per hour

Effective May 2, 2021 - \$19.50 per hour

### Second year apprentice

- Seventy-Five percent (75%) of the Construction Craft Worker rate for the next eight hundred (800) hours worked. \*In no circumstance shall a second year Apprentice receive less than \$24.68 per hour. On May 3, 2020, this amount will increase to \$25.19 and on May 2, 2021 to \$25.70.

### Third year apprentice

-Ninety percent (90%) of the Construction Craft Labourer rate for the last eight hundred (800) hours worked; \*In no circumstance shall a third year Apprentice receive less than \$29.62 per hour. On May 3, 2020, this amount will increase to \$30.23 and on May 2, 2021 to \$30.84.

\*This rate shall apply to employees engaged in the repair, rehabilitation and maintenance of existing garages and parking structures or apprentices hired in zones 3.

17.04 All other terms and conditions shall apply to Apprentices other than a \$0.50 per hour pension contribution for the Labourers' Central and Eastern pension plan is required for the first 800 hours of work for a first year apprentice.

17.05 Employers may request apprentices from the Local Union office. Local 527 will advise the Employer of the name and hours of apprentice service of any apprentices being referred to ensure proper remuneration.

17.06 As these apprentices become available, the Employer will be permitted to hire one apprentice to its first four labourers and an additional apprentice for every five labourers thereafter. The reverse order will apply on lay-off. Recall provisions shall not apply to apprentices.

17.07 Local 527 will determine who the apprentices are and credit may be given to members who have demonstrable experience in related sectors of the construction industry.

17.08 The Union will dispatch apprentices as they become available as per Article 3 of the Master Portion.

## **ARTICLE 18 - OCCUPIED PREMISES**

18.01 Occupied premises shall be defined as Commercial and Institutional facilities on which it is impractical to perform work during the regular business hours applicable to such business. Work within such facilities may be performed under the following conditions:

(a) eight hours per day at the applicable straight time hourly rate to a maximum of five (5) consecutive days within each seven (7) day cycle.

(b) Applicable overtime rates shall be paid after eight (8) hours in any shift and for all work performed on the sixth (6th) and seventh (7th) days.

## **ARTICLE 19 - INTERPRETATION OF AGREEMENT**

19.01 In the event of conflict between this Schedule and any other part of this Agreement, this Schedule shall in all instances prevail.

## **ARTICLE 20 - MAKE-UP TIME**

20.01 Where an employer is experiencing undue hardship on a specific project due to inclement weather, employees may be requested to work make up time on that project and shall be on a voluntary basis only.

No more than two (2) extra hours per week day may be worked to a total of ten and one-half (10 1/2) hours per day, Monday to Friday inclusive and then the overtime provisions will apply. Make-up time if needed on a Saturday will be paid at the rate of straight time for the first four hours and time and one half (1 ½ ) thereafter.

No discriminatory action will be taken against those members not interested.

The Employer and the Union shall meet to confirm hardship issues prior to the implementation of any proposed changes in the working hours, and the necessity for such changes.

Any violation to this make-up clause proven by the union will deem a contractor ineligible to utilize it in the future.

Letter Of Understanding – both parties agree to put in place a Letter of Understanding to address the need of make-up time when Employer is experiencing undue hardship on a project for “circumstances beyond their control”.

# LOCAL 527 – OTTAWA APPENDIX "A"

			Benefit Fund Contributions			Pension Fund						
Effective Date	Hourly Rate	Vacation Pay	Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC	Total Hourly Wage Package	Industry Fund	HST		
<b>Group A: General Labourer</b>												
May 5, 2019	32.81	3.281	3.15	0.139	6.52	0.05	0.40	46.350	0.10	0.013		
May 3, 2020	33.49	3.349	3.25	0.147	6.72	0.05	0.40	47.406	0.10	0.013		
May 2, 2021	34.17	3.417	3.35	0.155	6.92	0.05	0.40	48.462	0.10	0.013		
<b>Group B: Construction Craft Worker</b>												
May 5, 2019	32.91	3.291	3.15	0.139	6.52	0.05	0.40	46.460	0.10	0.013		
May 3, 2020	33.59	3.359	3.25	0.147	6.72	0.05	0.40	47.516	0.10	0.013		
May 2, 2021	34.27	3.427	3.35	0.155	6.92	0.05	0.40	48.572	0.10	0.013		
<b>Group C: Vibrator Man, Wagon Driller, Concrete Patcher, Forklift Operator (9' high and under, Buch hammerman, Sandblaster, Wet Grinder, Concrete Driller and Cutter, Skid steer machine operator, Welder</b>												
May 5, 2019	33.01	3.301	3.15	0.139	6.52	0.05	0.40	46.570	0.10	0.013		
May 3, 2020	33.69	3.369	3.25	0.147	6.72	0.05	0.40	47.626	0.10	0.013		
May 2, 2021	34.37	3.437	3.35	0.155	6.92	0.05	0.40	48.682	0.10	0.013		
<b>Group D: Signalman/Swamper</b>												
May 5, 2019	33.11	3.311	3.15	0.139	6.52	0.05	0.40	46.680	0.10	0.013		
May 3, 2020	33.79	3.379	3.25	0.147	6.72	0.05	0.40	47.736	0.10	0.013		
May 2, 2021	34.47	3.447	3.35	0.155	6.92	0.05	0.40	48.792	0.10	0.013		

## LOCAL 527 - OTTAWA APPENDIX "A" (CONT'D)

Effective Date	Hourly Rate	Vacation Pay	Benefit Fund Contributions		Pension Fund				Total Hourly Wage Package	Industry Fund	HST
			Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC				
<b>Group E: Powdermen, Airtrack Driller, Gunite Worker and Diamond Driller, Certified Welder</b>											
May 5, 2019	33.21	3.321	3.15	0.139	6.52	0.05	0.40	0.10	46.790	0.10	0.013
May 3, 2020	33.89	3.389	3.25	0.147	6.72	0.05	0.40	0.10	47.846	0.10	0.013
May 2, 2021	34.57	3.457	3.35	0.155	6.92	0.05	0.40	0.10	48.902	0.10	0.013
<b>Group F: Labour Foreman</b>											
May 5, 2019	34.45	3.445	3.15	0.139	6.52	0.05	0.40	0.10	48.154	0.10	0.013
May 3, 2020	35.27	3.527	3.25	0.147	6.72	0.05	0.40	0.10	49.364	0.10	0.013
May 2, 2021	36.09	3.609	3.35	0.155	6.92	0.05	0.40	0.10	50.574	0.10	0.013
<b>Group G: Yard employees and Wrecker on demolition of buildings (this does not include interior demolition for renovation), Watchperson and flagperson (hired as such)</b>											
May 5, 2019	28.51	2.851	3.15	0.139	6.52	0.05	0.40	0.10	41.620	0.10	0.013
May 3, 2020	29.19	2.919	3.25	0.147	6.72	0.05	0.40	0.10	42.676	0.10	0.013
May 2, 2021	29.87	2.987	3.35	0.155	6.92	0.05	0.40	0.10	43.732	0.10	0.013
<b>Group H: Journeyman (wages as per the Cement Finishers &amp; Waterproofers' Journeyman rates)</b>											
May 5, 2019	37.05	3.705	3.15	0.139	6.52	0.05	0.40	0.10	51.014	0.10	0.013
May 3, 2020	37.87	3.787	3.25	0.147	6.72	0.05	0.40	0.10	52.224	0.10	0.013
May 2, 2021	38.69	3.869	3.35	0.155	6.92	0.05	0.40	0.10	53.434	0.10	0.013

# LOCAL 527 – OTTAWA APPENDIX "A" (CONT'D)

Effective Date	Benefit Fund Contributions			Pension Fund				HST		
	Hourly Rate	Vacation Pay	Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC		Total Hourly Wage Package	Industry Fund
<b>Group I: Foreman</b>										
May 5, 2019	37.08	3.708	3.15	0.139	6.52	0.05	0.40	51.047	0.10	0.013
May 3, 2020	37.90	3.790	3.25	0.147	6.72	0.05	0.40	52.257	0.10	0.013
May 2, 2021	38.72	3.872	3.35	0.155	6.92	0.05	0.40	53.467	0.10	0.013
<b>Group J: Cleaner, for daily trades clean-up (this does not include clean-up after labourers engaged in masonry, forming, concrete, general clean-up or other labourers work).</b>										
May 5, 2019	24.43	2.443	3.15	0.139	6.52	0.05	0.40	37.132	0.10	0.013
May 3, 2020	25.11	2.511	3.25	0.147	6.72	0.05	0.40	38.188	0.10	0.013
May 2, 2021	25.79	2.579	3.35	0.155	6.92	0.05	0.40	39.244	0.10	0.013

Employers who employ members classified as cleaner for trade clean-up and the member is directed to or performs any other work other than trade cleanup, the Employer agrees that the employee will be classified as a general labourer and will be paid as per Group A for all hours worked from the first day of employment with said Employer.

## APPENDIX "A" - CONTINUED

Zone II - Eighty-five percent (85%) of Zone I except within the city limits of Cornwall and Arnprior where the wage shall be ninety percent(90%) of Zone I.

Zone III - Seventy-five percent (75%) of Zone I.

Wages for Precast erector and welder shall be as required by the Precast Erection Provincial Agreement.

The hours of work for watchmen will be as laid down in the Ontario Employment Standards Act.



# LOCAL UNION SCHEDULE FOR LOCAL 527 - OTTAWA

## CEMENT FINISHERS AND WATERPROOFERS

### ARTICLE 1 - HOURS OF WORK

1.01 The regular work day from Monday to Friday shall consist of eight (8) hours per day with a thirty (30) minute lunch break near the midpoint of the shift.

1.02 All work in excess of eight (8) hours per day and forty (40) hours per week shall be at the rate of one and one-half (1 1/2x) times the regular journeyman's rate.

1.03 Premium rate for irregular starting time does not apply.

1.04 All work commencing on Saturday, Sunday and holidays shall be at double time.

1.05 Any employee commencing a shift on Friday which runs into overtime shall be paid time and one-half (1 1/2x) his regular rate for such overtime until 6:00a.m. the following morning and then double time thereafter.

1.06 Regardless of the timing or scheduling of concrete pours, the Employer shall provide eating periods of at least one-half hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period.

1.07 When hiring, a request by the Employer for a named individual who is a member in good standing of the Union, registered on the out of work list, shall not be unreasonably denied by the Union.

1.08 Where the Employees are required to work overtime and they shall be allowed a fifteen (15) minutes break period without loss of wages. Where such overtime results in the employees having to work longer than ten (10) hours on any shift they will receive sixteen dollars (\$16.00) effective May 5, 2019, seventeen (\$17.00) dollars effective May 3, 2020 and eighteen (\$18.00) dollars effective May 2, 2021 as food allowance or a reasonable hot meal to be provided by the Employer.

## **ARTICLE 2 - REPORTING ALLOWANCE**

2.01 An employee who is required by his Employer to report at his place of employment and who works less than three (3) hours on any day shall be paid for at least three (3) hours.

2.02 One hour reporting time, plus travel time and car expenses if applicable, shall be paid by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job but work is not available due to inclement weather.

2.03 There shall be no reprisals against any employee not starting back to work in cases where the foregoing conditions exist.

2.04 Once an employee has commenced his regular work day, he shall be paid a minimum of eight (8) hours provided the employee has not refused to complete his regular work day on another location; provided also that the employee is not requested to start another pour at another location.

2.05 In the event that an employee is requested to transfer to another job site during the same eight (8) hours regular work day, the Employer will pay the cost of any additional parking incurred by the employee.

## ARTICLE 3 - SCHEDULING OF CONCRETE

3.01 Scheduling of concrete pours shall be determined prior to 4:30 p.m. the day before such pours and the Employer will give floor finishers currently employed by such Employer a minimum of fifteen (15) hours notice if they have to commence work at or before 8:00 a.m.; four (4) hours notice shall be given on second and third call-ins.

3.02 It is further understood and agreed that for safety reasons, no employees shall work on night shift unless there is more than one employee working for the same Employer on the same project.

## ARTICLE 4 - TRAVEL EXPENSE

### 4.01 Out-of-Town Work

When an employee is required to work outside the area of a 50 road kilometres (50km) distance from the Carling Avenue & Preston Street intersection in Ottawa he shall receive travel expenses commencing from the said distance to and from the job on the basis of one-half (1/2) hour pay up to forty kilometres (40km) each way, one (1) hour pay up to eighty kilometres (80 km), and two (2) hours pay up to one hundred and sixty (160 km) each way and so on.

### 4.02 Vehicle Expenses

When an employee is eligible to receive travel time allowance and when in conjunction therewith, he is requested by the Employer to use his own private vehicle for transportation, he shall be paid a vehicle expense of fifty-six cents (\$0.56) a kilometer effective upon May 5, 2019, fifty-seven cents (\$0.57) a kilometer effective May 3, 2020, fifty-eight cents (\$0.59) a kilometer effective May 2, 2021 for all kilometres travelled from the fifty (50) kilometer distance from the Carling Avenue & Preston Street intersection in Ottawa.

### 4.03 Room and Board

When the employee is required to temporarily relocate and reside at or near a project outside the fifteen kilometre (15km) distance, the sum of one hundred and thirty dollars (\$130.00) per day will be paid to the employee for board and lodging.

4.04 An employee who is required to stay out-of-town shall be paid the cost of approved transportation. Board and lodging at one hundred and thirty dollars (\$130.00) per day or actual cost on presentation of receipts. This allowance shall also be paid for Saturday and Sunday if the employees are unable to return home by reason of the location of the job site. The Employer shall have the right to make acceptable accommodation for room and board.

4.05 If an employee is required to travel from one job site to another using his personal vehicle, he shall be paid at the rate of fifty-six cents (\$0.56) per road kilometre effective upon May 5, 2019, fifty-seven cents (\$0.57) per road kilometer effective May 3, 2020, fifty-eight cents (\$0.58) per road kilometre effective May 2, 2021 via the shortest route, as a vehicle expense.

4.06 The Employer will endeavour to provide parking spaces for the employees.

On projects where parking of employees' vehicles is a problem, it is agreed that a pre-job conference will be held to examine options to address the parking problem.

The Employer shall provide, when applicable, a Canada Revenue Agency Form T2200 Declaration of Condition of Employment to employees working under the terms of this Collective Agreement.

## **ARTICLE 5 - TIMING OF CONCRETE POURS**

5.01 It is agreed that it is not in the interest of either party to commence a concrete floor pour after 9:00a.m. on any day. It is further agreed, therefore, that concrete floor pours shall be scheduled to commence prior to 9:00a.m. on any day.

5.02 A committee composed of representatives from Employers and Unions will be set up to meet with appropriate representatives of the industry to establish reasonable standards for the concrete slump.

## ARTICLE 6 - WELFARE, VACATION PAY, ADMINISTRATION AND UNION DUES, PENSION, HEALTH AND SAFETY AND TRI-FUND

6.01 The Employer agrees to contribute to the following funds:

	EFFECTIVE DATES		
CONTRIBUTIONS TO THE BENEFIT FUND	MAY 5, 2019	MAY 3, 2020	MAY 2, 2021
L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund	1.74	1.84	1.94
L.I.U.N.A, Local 527 Admin. Fund	1.08	1.08	1.08
L.I.U.N.A., Local 527 Legal Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Scholarship Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Tri-Fund (consisting of L.I.U.N.A., Local 527 LECET Fund, L.I.U.N.A. Local 527 Health and Safety Fund and the L.I.U.N.A, Local 527 Training Fund)	0.27	0.27	0.27
<b>Total Contributions to Benefit Plan</b>	<b>3.15</b>	<b>3.25</b>	<b>3.35</b>
PST on Benefit Fund	0.139	0.147	0.155
<b>Total</b>	<b>3.289</b>	<b>3.397</b>	<b>3.505</b>
Pension Fund	6.52	6.72	6.92
Canadian Tri-Fund	0.05	0.05	0.05
L.I.U.N.A. O.P.D.C. Administration Dues	0.40	0.40	0.40
<b>Total Contributions to Pension Fund</b>	<b>6.97</b>	<b>7.17</b>	<b>7.37</b>
<b>TOTAL CONTRIBUTIONS</b>	<b>10.259</b>	<b>10.567</b>	<b>10.875</b>
Industry Fund	0.10	0.10	0.10
HST on Industry Fund	0.013	0.013	0.013
<b>Total Contributions to Industry Fund</b>	<b>0.113</b>	<b>0.113</b>	<b>0.113</b>

6.02 The Employer agrees to contribute to the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund the above mentioned contributions to the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund for each hour worked by each employee covered by Appendix "A" of this Schedule.

The hourly rate shown in Appendix "A" of this Schedule has been reduced to cover LIUNA Ontario Provincial District Council Administration Dues and L.I.U.N.A. Local 527 Administration Fund and each employee covered by this schedule has agreed to the reduction and shall be remitted monthly by the Administrator of L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund to Local 527 Secretary-Treasurer.

Legal Fund contributions shall be remitted by the Administrator of the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund to the Local 527 Legal Services (1997) Trust Fund.

L.I.U.N.A. Local 527 Scholarship contributions shall be remitted monthly by the Administrator of the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund to the L.I.U.N.A. Local 527 Scholarship Trust Fund.

Local 527 Tri-Funds shall be remitted by the Administrator of L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund, as directed by Local 527, to one or all of the following funds: L.I.U.N.A., Local 527 LECET Fund, L.I.U.N.A., Local 527 Health and Safety Fund and the L.I.U.N.A., Local 527 Training Fund.

6.03 The Employer agrees to remit the vacation pay to the Local 527 Vacation Pay Trust Fund.

6.04 Both parties agree to an equal number of Trustees to manage the Benefits and Vacation Pay Trust Funds.

6.05 The Employer agrees to contribute the above mentioned contributions to the Labourers' Pension Fund of Central and Eastern Canada. The Employer further agrees to remit along with the pension contributions, the Canadian Tri-Fund Contributions and the L.I.U.N.A. Ontario Provincial District Council Administration Dues.

6.06 All of the above-mentioned contributions shall be remitted monthly, not later than the fifteenth (15th) day of each month following the month for which such deductions or contributions were earned.

6.07 Contributions to the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund and vacation pay shall be remitted to the Local 527 Trust Fund and Contributions to the Pension Fund shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada. The Employer shall itemize and remit all of the above contributions on forms supplied by the Administrator of the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund, Vacation Pay and Tri-Funds and send one (1) copy of such a form at the same time to Local 527.

6.08 A penalty of five (5%) percent or sixty (60%) percent per annum of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding beyond the fifteenth (15th) day of each month.

6.09 If Local 527 decides to revise the above deductions or contributions, then the Employer agrees to deduct accordingly.

6.10 Each monthly report of Contributions to the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund, vacation pay and Contributions to the Pension Fund shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding month.

6.11 The Local Union and the Trustees of the L.I.U.N.A., Local 527 Legal Services (1997) Trust Fund agree to hold harmless and indemnify the Employers and the E.B.A. against any liability incurred as a result of the aforesaid contributions to the L.I.U.N.A., Local 527 Legal Services (1997) Trust Fund. The L.I.U.N.A., Local 527 Legal Services (1997) Trust Fund shall exclude from coverage controversies involving the Employer of a member, the Union and the Ottawa Construction Association or the E.B.A.

6.12 The Employer Industry Fund as required by Article 4.04 of the Master Portion of this Agreement shall be remitted on forms supplied by the Administrator of the L.I.U.N.A. Local 527 Labourers Benefit Health and Safety Trust Fund by all Employers signatory to the Agreement and working in Zones I, II and III irrespective of any requirements in any trade appendix to the Master Agreement.

The sum received by the Association shall be the Employer's contribution to the costs of the Association in negotiating and administering this Collective Agreement and other related labour relations matters.

## APPENDIX "A" - LOCAL 527 - CEMENTFINISHERS/ WATERPROOFERS

Effective Date	Hourly Rate	Vacation Pay	Benefit Fund Contributions		Pension Fund				Total Hourly Wage Package	Industry Fund	HST
			Total Fund	PST	Pension	Cdn. Tri-Fund	OPDC				
<b>Journeyman</b>											
May5,2019	37.05	3.705	3.15	0.139	6.52	0.05	0.40	51.014	0.10	0.013	
May3,2020	37.87	3.787	3.25	0.147	6.72	0.05	0.40	52.224	0.10	0.013	
May2,2021	38.69	3.869	3.35	0.155	6.92	0.05	0.40	53.434	0.10	0.013	
<b>Foreman</b>											
May5,2019	39.12	3.912	3.15	0.139	6.52	0.05	0.40	53.291	0.10	0.013	
May3,2020	39.94	3.994	3.25	0.147	6.72	0.05	0.40	54.501	0.10	0.013	
May2,2021	40.76	4.076	3.35	0.155	6.92	0.05	0.40	55.711	0.10	0.013	
<b>Concrete Pump and Boom Truck Operators</b>											
May5,2019	36.06	3.606	3.15	0.139	6.52	0.05	0.40	49.925	0.10	0.013	
May3,2020	36.88	3.688	3.25	0.147	6.72	0.05	0.40	51.135	0.10	0.013	
May2,2021	37.70	3.770	3.35	0.155	6.92	0.05	0.40	52.345	0.10	0.013	
<b>Bob Cat or similar Machine Operators</b>											
May5,2019	36.06	3.606	3.15	0.139	6.52	0.05	0.40	49.925	0.10	0.013	
May3,2020	36.88	3.688	3.25	0.147	6.72	0.05	0.40	51.135	0.10	0.013	
May2,2021	37.70	3.770	3.35	0.155	6.92	0.05	0.40	52.345	0.10	0.013	

Cement Mason Apprentice:

First Year - sixty-five percent (65%) of effective journeyman rate.

Second Year - eighty-five percent (85%) of effective journeyman rate.



# LOCAL UNION SCHEDULE FOR LOCAL 527 – BROCKVILLE

## ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes Local 527 as the exclusive administrative party of this Agreement for employees working in in the areas of this Schedule which shall be zoned as follows:

**ZONE 4** - The Township of Rideau Lakes, Township of Elizabethtown-Kitley and the City of Brockville

1.02 Local 527 recognizes the Kingston Contractors Labour Relations Organization (KCLRO) as the exclusive Employer administrative party for this Schedule.

1.03 It is agreed and understood that the work of flagmen will be performed only by LIUNA members and the wages will be determined in Group 'A' Wage Schedule.

## ARTICLE 2 - SUBCONTRACTING

2.01 It is agreed that the sub-contracting clause of the Master Portion of the Provincial Agreement will apply to concrete finishing, other than floor finishing, which may be performed under the Labourers' Provincial Collective Agreement or the Bricklayers' Provincial Collective Agreement. It is understood that the above does not include any dry grinding.

## ARTICLE 3 – HOURS OF WORK AND OVERTIME RATES

3.01 In Zone IV, the hours of work shall be forty (40) hours per week including labourers working on masonry, tile, terrazzo and marble.

The regular working day which may be varied by mutual consent of both parties, shall be eight (8) hours between 7:00 am and 5:00 pm on Mondays through Fridays.

3.02 All work performed in excess of the said hours of work in 3.01 shall be construed as overtime. The Employer covenants and agrees to pay to the employees, time and one-half (1 1/2x) the regular hourly rate for the first hour and double (2x) the regular hourly rate for any additional hours worked Monday through Friday. All work performed on Saturday and Sunday shall be paid at the rate of double (2x) the regular hourly rate.

## **ARTICLE 4 – REPORTING TIME AND NOTICE OF LAYOFF**

4.01 (a) Two (2) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to inclement weather, provided the employee remains on the job for two (2) hours after his designated starting time, if requested to do so by his immediate supervisor. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been to him before quitting time on the previous day. When work starts late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work started, plus reporting time as required, to make up the hours for the full shift. Travelling time will also be paid where applicable.

(b) Three (3) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site and work is not available due to reasons other than the inclement weather, provided however, the employee remains on the job during the three (3) hours, if requested to do so by his/her immediate supervisor. In the event of a job stoppage after the hours stipulated in Article 4.01(a) and 4.01 (b) due to inclement weather or other causes, the employees will be paid to the next half hour.

(c) When an employee is required to work two (2) or more hours beyond his/her regular shift without eight (8) hours prior notice, the Employer shall provide a reasonable meal to such employee(s), or shall pay the employee fifteen (\$15.00) dollars in lieu of such meal.

4.02 (a) When the Employer is unable to proceed with his work [as described in 4.01(b)], the Employer may elect to "stand-off" all or part of his crew. The parties agree "stand-off" is not intended to circumvent the lay-off procedure.

(b) If the Employer elects "stand off", then it reserves the right to stand-off its employee(s) without pay, up to a maximum of five (5) consecutive working days.

(c) If the Employer does not elect "stand-off", then a lay-off will be carried out as prescribed in Article 10 of the Master Portion, and Article 13.05 of this Schedule.

(d) Written notification will be given by the Employer to the Union all cases of "stand-off".

(e) "Stand-off" shall only continue beyond five (5) working days with the mutual consent of the parties in writing.

4.03 In the case of layoff, all employees will receive one (1) hours' notice in advance or pay in lieu of notice. The Employer will provide a lay-off slip (as supplied by the Union) to the employee at the time of lay-off and the employee will provide same to the Union upon registration.

4.04 The Employer agrees that once a Union Steward is appointed on a project such Union Steward shall not be transferred to other projects of the Employer without the agreement of all parties (such agreement shall not be unreasonably withheld), and that the transfer of the Union Steward or other employees of the Employer to alternate job sites will not cause the layoff of the Union Steward.

## **ARTICLE 5 - FOREMEN**

5.01 After a minimum of five (5) labourers on a project, a foreman will be selected by mutual agreement between the Union and the Employer. The Employer agrees such foreman shall be a member of Local 183 or Local 527.

5.02 The Employer agrees that the members of the Union shall receive orders from only one person, who shall be either the labourers' foreman or the immediate supervisor.

5.03 If the foreman or the immediate supervisor instructs the members of the Union to do so, then the members of the Union may receive orders from the tradesmen they tender.

5.04 Working foreman shall be paid the minimum rate of four dollar (\$4.00) per hour over the prevailing rate of the people they are supervising effective May 1st, 2019.

5.05 When the Employer deems it appropriate, additional labourer lead-hand(s) shall be appointed by the Employer. A lead-hand shall be paid an additional two dollars (\$2.00) per hour above the persons they are supervising.

5.06 Labourers' foreman shall be subject to the provisions of Article 2 of the Master Portion of the Agreement.

## **ARTICLE 6 - SHIFT WORK PREMIUM**

6.01 All shift work is to be paid at a premium of time and one-seventh (1-1/7x) the regular hourly rate. All overtime on shift work shall be paid for, calculated on the basis of the shift premium.

6.02 Shift work is any shift other than the regular workday contemplated by Article 3 of this Schedule.

6.03 On jobs in occupied buildings where it is impossible to work during regular hours, shift work shall be permitted.

6.04 Notwithstanding the provisions of Article 7.02 of the Master Portion of this Collective Agreement, it is understood and agreed that when working in occupied premises, all work performed in excess of the said forty (40) hours per week shall be construed as overtime. Hours and days of work will be established by mutual consent between the Union and the Employer.

## ARTICLE 7 - VACATION PAY

7.01 The Employer agrees to pay ten percent (10%) of gross wages earned to cover vacation pay and recognized holiday pay. Vacation Pay shall be remitted along with the Health and Welfare contributions as required herein by Article 10.04 of this Schedule.

## ARTICLE 8 - TRAVELLING ALLOWANCE

8.01 (a) When an employee is required by his Employer to travel beyond a twenty-five (25) kilometre radius of the Brockville city limits, the employee shall be paid an amount as shown in the following table below. The distance to be paid shall be established as the shortest route from the Brockville City Hall in Zone IV to the job site by automobile. The employee will not receive a travel allowance for the first twenty-five (25) kilometres each way.

<b>Effective Date</b>	<b>Travel Allowance per Kilometre</b>
Current Rate	\$0.58

(b) If transportation is supplied by the Employer, then fifty percent (50%) of travelling allowance will be paid per kilometre.

8.02 Where an employee is required by the Employer to stay over beyond a one-hundred (100) kilometre radius from the Brockville City Hall, the Employer will provide suitable room and board, or reimburse the cost thereof.

8.03 Prior to the commencement of work on each project where free parking is not available in close proximity to the job site, the Employer and the Union will meet and establish a method which provides parking and/or transportation to and from the job site at no cost to the employee(s).

## **ARTICLE 9 - NEW JOB CLASSIFICATION**

9.01 In the event any new job classification shall fall under the jurisdiction of the Union, a rate of pay will be negotiated at that time.

## **ARTICLE 10 – PENSION, OPDC, WORKING DUES, CANADIAN TRI-FUND, WELFARE, LOCAL 527 ADMINISTRATION, LOCAL 527 TRAINING, LEGAL, SCHOLARSHIP FUND AND VACATION PAY**

10.01 The Employer agrees to report and remit the required Funds for all hours worked by its employees, on or before the fifteenth (15th) day of the month, following the month in which the hours were worked. Each report shall list the name, social insurance number and number of hours worked for each employee. The Employer shall itemize and remit all contributions and may use the forms provided by the Administrators of the Local 527 Benefit Health and Safety Trust Fund when reporting the contributions as set out below. Each monthly report and remittance shall include all obligations arising from all hours worked up to and including, the last day worked of the preceding calendar month and shall be remitted in accordance with Articles 10.02, 10.03 and 10.04 of this schedule:

EFFECTIVE DATES			
CONTRIBUTIONS TO THE BENEFIT FUND	MAY 19, 2019	MAY 3, 2020	MAY 2, 2021
L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund	1.74	1.84	1.94
L.I.U.N.A., Local 527 Admin. Fund	1.08	1.08	1.08
L.I.U.N.A., Local 527 Legal Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Scholarship Fund	0.03	0.03	0.03
L.I.U.N.A., Local 527 Tri-Fund (consisting of L.I.U.N.A., Local 527 LECET Fund, L.I.U.N.A. Local 527 Health and Safety Fund and the L.I.U.N.A., Local 527 Training Fund)	0.27	0.27	0.27
<b>Total Contributions to Benefit Plan</b>	<b>3.15</b>	<b>3.25</b>	<b>3.35</b>
PST on Benefit Fund	0.139	0.147	0.155
Pension Fund	7.35	7.55	7.75
Canadian Tri-Fund	0.05	0.05	0.05
L.I.U.N.A. O.P.D.C. Administration Dues	0.40	0.40	0.40
<b>Total Contributions to Pension Fund</b>	<b>7.80</b>	<b>8.00</b>	<b>8.20</b>
<b>TOTAL CONTRIBUTIONS</b>	<b>10.95</b>	<b>11.25</b>	<b>11.55</b>
Industry Fund	0.25	0.25	0.25

Note: The hourly rates shown in Article 15.02 and Article 18 of this Schedule have been reduced to cover the above LIUNA OPDC Working Dues and LIUNA Local 527 Administration Fund and each employee covered by this schedule has agreed to the reduction.

10.02 The Employer agrees to remit Pension Fund contributions in a manner as described in Article 10.01 and in amounts as shown in the table above. Pension Fund contributions shall be forwarded to Labourers' Pension Fund of Central & Eastern Canada (see Master Portion Schedule 'D').

10.03 The Employer further agrees to remit along with the pension contributions, the five (\$0.05) cents per hour Canadian Tri-Fund Contributions and the forty (\$0.40) cents per hour LIUNA Ontario Provincial District Council Working Dues per hour contributions.

10.04 The Employer agrees to remit Benefit Contributions as listed In Article 10.01, Vacation Pay, Local 527 Administration Fund, Legal Fund, Scholarship Fund and Training Fund contributions in a manner as described in Article 10.01. These Funds shall be remitted monthly by the Administrator of LIUNA Local 527 Benefit Health and Safety Trust Fund to the administration of the respective funds.

10.05 The Employer agrees to deduct monthly Union dues and check-off in accordance with Article 4.01 of the Master Agreement.

10.06 The Employer Industry Fund as required by Article 4.04 of the Master Portion of this Agreement, shall be remitted on forms supplied by the Administrator of the L.I.U.N.A., Local 527 Labourers Benefit Health and Safety Trust Fund by all Employers signatory to the Agreement and working in Zone IV irrespective of any requirements in any trade appendix to the Master Agreement.

The sum received by the Association shall be the Employer's contribution to the costs of the Association in negotiating and administering this Collective Agreement and other related labour relations matters.

## **ARTICLE 11 – NO DISCRIMINATION**

11.01 There shall be no discrimination against any veterans who elect not to work on Remembrance Day, provided that the said employees notify the Employer prior to Remembrance Day of their intention not to work.

## **ARTICLE 12 – HIRING**

12.01 All hiring will be through the Ottawa office. A referral slip will be issued by the Union and received by the Employer for each job.

12.02 The Employer may name hire one (1) employee registered on the Ottawa out-of-work list for each one (1) employee referred by the Union.

12.03 Upon request, the Union will supply the Employer with the first employee named by the Employer, the second employee will be referred by the Union, and so on, alternately, until all labour requirements are filled.

12.04 To be eligible for name hire, an employee must be a member in good standing of Local 527 and must have been registered on the Ottawa unemployment list for a period of not less than forty-five (45) days. The forty-five (45) day provision will not apply to Local 527 members who are re-name hired to the same Employer.

12.05 Scheduled lay-off of these employees will be in reverse order of hiring. If the last employee hired was a name hire, then the lay-off will start with a name hire. If the last employee hired was a referral, then the lay-off will start with a referral.

12.06 All contractors shall have full mobility rights for Local 183 – Kingston members in their employ into the County of Leeds & Grenville. This shall also include any Local 183 members entitled to recall rights.

## **ARTICLE 13 – ELDERLY PROTECTION CLAUSE**

13.01 The Employer agrees to hire at least one member fifty-five (55) years of age or over, for every five (5) labourers in their employ, provided such member is medically fit and capable of performing the work.

## **ARTICLE 14 – CONSTRUCTION CRAFT WORKER APPRENTICES**

14.01 The Union shall ensure that all C.C.W Apprentices complete a safety and basic training course at the Union's Training Centre prior to starting work for any Employer.

14.02 C.C.W Apprentices shall be paid at the following rates:

Apprentice 1 <sup>st</sup> Terms (0-1500 hours)									
Effective Date	Hourly Rate	Vac. Pay	BENEFIT CONTRIBUTIONS		PENSION CONTRIBUTIONS			Total Pkg.	Emp. Ind. Fund
			Health & Welfare	Admin Fund.	Pension	OPDC Dues	Cdn. Tri-Fund		
05/19/19	21.52	2.15	2.07	1.08	0.50	0.40	0.05	27.77	0.25
05/03/20	22.07	2.21	2.17	1.08	0.50	0.40	0.05	28.48	0.25
05/02/21	22.62	2.26	2.27	1.08	0.50	0.40	0.05	29.18	0.25
Apprentice 2 <sup>nd</sup> Terms (1501-3000 hours)									
05/19/19	25.34	2.53	2.07	1.08	7.35	0.40	0.05	38.82	0.25
05/03/20	25.82	2.58	2.17	1.08	7.55	0.40	0.05	39.65	0.25
05/02/21	26.29	2.63	2.27	1.08	7.75	0.40	0.05	40.47	0.25
Apprentice 3 <sup>rd</sup> Terms (3001-4500 hours)									
05/19/19	28.51	2.85	2.07	1.08	7.35	0.40	0.05	42.31	0.25
05/03/20	29.05	2.91	2.17	1.08	7.55	0.40	0.05	43.21	0.25
05/02/21	29.60	2.96	2.27	1.08	7.75	0.40	0.05	44.11	0.25

14.03 The ratio of C.C.W. apprentices to labourers shall be one (1) C.C.W. apprentice for the first four (4) labourers and an additional trainee for every five (5) labourers thereafter. All terms and conditions shall apply to Apprentices other than a \$0.50 per hour pension contribution for the labourers' Centrals and Eastern pension plan is required for the first 1500 hours of work for a first year apprentice.

## ARTICLE 15 – JOINT COMMITTEE

15.01 The parties agree to establish during the life of this Agreement a joint committee to review problems relating to this schedule, should they occur.

## ARTICLE 16 – INTERPRETATION OF AGREEMENT

16.01 Where there is a conflict between this Schedule and any other provision of the Provincial Agreement, then the provisions of this Schedule shall apply.

## ARTICLE 17 – WAGE RATES AND CLASSIFICATIONS

Group A: Construction Craft Workers - All Labourers not in Group B and C and skidsteers c/w all attachments									
Effective Date	Hourly Rate	Vac. Pay	BENEFIT CONTRIBUTIONS		PENSION CONTRIBUTIONS			Total Pkg.	Emp. Ind. Fund
			Health & Welfare	Admin Fund.	Pension	OPDC Dues	Cdn. Tri-Fund		
05/19/19	32.92	3.29	2.07	1.08	7.35	0.40	0.05	47.16	0.25
05/03/20	33.55	3.36	2.17	1.08	7.55	0.40	0.05	48.16	0.25
05/02/21	34.19	3.42	2.27	1.08	7.75	0.40	0.05	49.16	0.25
Group B: Formworkers, Concrete Smoothers, Air Tool Operators, Mortar Men, Vibrator Men, Labouring Truck Drivers and Telehandlers									
05/19/19	33.25	3.32	2.07	1.08	7.35	0.40	0.05	47.52	0.25
05/03/20	33.88	3.39	2.17	1.08	7.55	0.40	0.05	48.52	0.25
05/02/21	34.52	3.45	2.27	1.08	7.75	0.40	0.05	49.52	0.25
Group C: Miners, Drillers, Wagon Drillers, Caisson Sinkers, Powdermen, Pile Drivers									
05/19/19	33.36	3.34	2.07	1.08	7.35	0.40	0.05	47.65	0.25
05/03/20	34.00	3.40	2.17	1.08	7.55	0.40	0.05	48.65	0.25
05/02/21	34.64	3.46	2.27	1.08	7.75	0.40	0.05	49.65	0.25

## ARTICLE 18 – ENABLING/HARDSHIP CLAUSE

18.01 In all cases of hardship, including not being able to secure work, the parties to this Agreement will meet as soon as practicable upon being notified by the other party, or parties. The parties agree to discuss and make all reasonable efforts to resolve all items of discussion. Any concessions, and/or alterations will be discussed, and agreed upon only prior to the tendering of the project, or projects. Any modification to the current conditions will be made in accordance with Article 20 of the Master portion.

18.02 All contractors employing workers in Zone IV are eligible to utilize the existing Market Recovery/Enablement agreements with Local 527.

# LOCAL UNION SCHEDULE FOR LOCAL 607 - THUNDER BAY

## ARTICLE 1 - GEOGRAPHICAL JURISDICTION

1.01 The Districts of: Kenora, including the Patricia portion; Rainy River; Thunder Bay and that parts of the District of Cochrane which lie north of the forty-ninth (49th) parallel of latitude that is not within an eighty-one (81) kilometer radius of the Timmins Federal Building.

## ARTICLE 2 - HOURS OF WORK

2.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m. The above-mentioned starting and quitting times may be varied by mutual written consent of the Employer and the Union Business Manager.

2.02 On projects where a majority of the employees cannot commute daily, the regular workweek may be altered by mutual written consent of the parties herein.

2.03 On jobs or projects which are in excess of 111 km from the Thunder Bay Canada Post Processing Plant, time lost due to inclement weather and conditions beyond the employers control, made be made up on a weekly basis. Such make up time shall not exceed two hours on a regular workday and shall not exceed eight hours on Saturday. No make up time shall be worked on a Sunday or Holiday. All make up time shall be voluntary. No employee will be terminated or discriminated against in any manor for refusing to work makeup time.

## **ARTICLE 3 - OVERTIME**

3.01 All time worked for the first two (2) hours immediately prior or after the regular workday, as outlined in Article 2.01, shall be paid at the rate of time and one-half (1 1/2x) the regular rate of pay. All time worked in excess of the two (2) hours on a given day shall be paid at twice the regular rate, except as may otherwise be provided in this Agreement.

3.02 Where board and lodging are supplied by the Employer and a regular supper is designated, all employees not receiving board and lodging and requested to work overtime, shall be supplied with supper or a suitable lunch. In this case, the supper hour shall not be included in the overtime period. Employees requested to work up to two (2) hours' overtime, shall be provided with a lunch at the Employer's expense. Employees requested to work more than two (2) hours of overtime shall be provided with a hot meal at 6:30 p.m. at the Employer's expense, and sufficient time will be allowed to consume the meal with no loss of pay. Every two (2) hours thereafter, the employee shall be allowed a ten (10) minute coffee break. If no meal is provided the Employer shall pay \$15.00 in lieu of the hot meal upon mutual agreement.

3.03 No employees shall be compelled to work overtime, provided that one (1) or more employees in the work unit are available to work the overtime requested.

3.04 All time worked on Saturdays, Sundays and holidays, as set out in Article 9.01 of the Master Portion, shall be paid at the rate of double time (2x) the regular rate.

## **ARTICLE 4 - SHOW UP TIME**

4.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, lack of work, etc., shall receive two (2) hours' pay plus commuting/travel allowance where applicable, unless he has otherwise been notified one (1) hour before starting time not to report for work.

## **ARTICLE 5 - SHIFT WORK**

5.01 Eight (8) consecutive hours shall constitute a shift. Shift work shall be organized so that the employee will not lose any time during his regular week. If shift work is not worked for two consecutive days or more, then such hours worked shall be considered overtime hours and be paid in accordance with the provisions set out in Article 3. Any hours worked on Saturday, Sunday or holidays, as set down in Article 9.01 of the Master Portion, shall be paid at double time (2x) the employees' regular rate.

5.02 Where two (2) or more shifts are worked, the Number 1 shift shall start at 8:00 a.m. and all hours of the Number 1 shift shall be paid at the regular time. All hours of the following Number 2 shift and the succeeding Number 3 shift, shall be paid for at the rate of one and one-seventh times (1-1/7x) the applicable rate. Overtime shall be paid for at the rate of time and one-half (1 1/2x) the regular rate for the first two hours and twice the regular rate for all additional overtime hours worked. Employees on shift work shall be allowed one-half (1/2) hour time off for lunch at approximately mid shift with no loss of pay. Time worked on Saturdays, Sundays and holidays, as set out in Article 9.01 of the Master Portion, shall be paid for as provided for in Article 3.04 of this Schedule.

5.03 Where a second or third shift is started during the hours of the regular working day, the hourly rate of pay applicable to the second or third shift shall be paid for all hours of the shift.

## **ARTICLE 6 - VACATION AND HOLIDAY PAY**

6.01 Vacation with pay credits shall be paid on the following basis: six percent (6%) of gross earnings for all employees covered by this Agreement. All vacation pay shall be paid weekly with wages unless Local 607 establishes a Vacation and Holiday Pay Trust Fund, in which case all vacation pay owing shall be remitted weekly with a completed remittance form to the aforesaid Trust Fund as directed by the Trustees.

6.02 Holiday with pay credits shall be paid on the following basis: four percent (4%) of gross earnings for all employees covered by this Agreement. All holiday pay shall be paid weekly with wages unless Local 607 establishes a Vacation and Holiday Pay Trust Fund, in which case all holiday pay owing shall be remitted weekly with a completed remittance form to the aforesaid Trust Fund as directed by the Trustees.

## **ARTICLE 7 – SUPERVISION**

7.01 Where there are eight (8) labourers or more on a project, the Employer shall have at least one (1) labour foreman in charge to assign work for the labourers. Such foreman may be name-hired and shall be a member in good standing of Labourers' International Union of North America, Local 607.

7.02 When a foreman for the labourers is appointed by the Employer, he shall receive the foreman's rate as set out in Article 9 of this Schedule.

7.03 Working foreman (labourer) means an employee designated by the Employer to direct the work force, determine work procedures, assign and instruct the labourers and concrete crews, save and except cement finishers and may work as a labourer. Working foreman (cement finisher or labourer) means an employee designated by the Employer to direct the working force, determine work procedures, assign and instruct the labourers, concrete crews and cement finishers. He may also work with the tools of the trade or as a labourer.

## **ARTICLE 8 - TRANSPORTATION, ROOM AND BOARD**

### 8.01 (a) Commuting Allowance

All employees who reside within forty (40) km of the project immediately prior to the start of the project are considered local residents and no commuting allowance is payable. Where commuting is necessary

between the project and an employee's residence or the place from which board and lodging is received by the employees, and transportation is not provided by the employer commuting allowance shall be paid for every road kilometre travelled beyond forty (40) road kilometres from an employee's residence or twenty (20) kilometers from the place an employee receives board and lodging to the project each way. Suitable transportation will be supplied when necessary. Commuting allowance will be paid at sixty cents (\$0.60) per kilometre.

#### (b) Commuting Time

On work at a construction site beyond forty (40) road kilometres from an employee's residence, or twenty (20) kilometres from the place which an employee receives board and lodging an employee who commutes daily shall receive commuting time based on regular straight time rates. Commuting time will be calculated at an average of eighty (80) kilometres per hour based on the distance from the employee's residence to the project less forty (40) kilometres and from the place an employee received board and lodging to the project less twenty (20) kilometres. Commuting time will be calculated to and from the project.

#### 8.02 Travel Allowance

On work at a construction site, all employees receiving board and lodging shall receive travel allowance based on the distance between his/her residence and the project. This allowance shall be paid once at the beginning and once at the time of termination of the job or the worker's employment.

The employee will receive his/her travel allowance within forty-eight (48) hours of reporting to the job site.

Where the employee has no transportation available or when travel is by aircraft, such transportation shall be supplied by the Employer and it will be first class transportation, in which event no travel allowance will be payable.

Travel allowance will be paid at sixty cents (\$0.60) per kilometer.

### 8.03 Travel Time Allowance

Time spent to and from the job will be paid at regular hourly rates up to a maximum of eight (8) hours per day in any one (1) day. Travel time will be calculated at an average of eighty (80) road kilometres per hour. Travel time by aircraft will be calculated by the hour, flight time plus 1 hour. Travel time shall be paid once at the beginning of the job and once at the termination of the job or termination of the worker's employment. Travel Time Allowance shall be paid according to the above provisions regardless if the Employer supplies the transportation or not.

### 8.04 Wrap Around

Each employee on a project shall be paid his travelling allowance to and from the job site every forty (40) calendar days. This shall be paid whether or not the employee actually returns to his place of residence.

### 8.05 Lodging

On work at a construction site, all employees, except those who have resided within a distance of eighty (80) road kilometres of the project, immediately prior to the start of the project, shall receive suitable lodging acceptable to the Employer and the employee without cost to the employee, on a seven (7) day basis for each day the employee is available for work at the construction project.

### 8.06 Board

On work at a construction site, all employees, except those who have resided within eighty (80) road kilometres of the project, immediately prior to the start of the project, shall receive suitable board, without cost to the employee. In areas where commercial eating establishments are available, the Employer shall pay employees an allowance of fifty-eight dollars (\$58.00) per day in lieu of board for each day the employee is available for work at the construction site.

An employee in receipt of board allowance beyond one hundred and sixty (160) road kilometres from his/her residence to the construction project shall be paid board allowance on a seven (7) day basis.

8.07 Upon mutual agreement between the Employer and the Union, the above lodging and board allowances will be combined in a lump sum of one hundred and twenty five dollars (\$125.00) per day for each day the employee is available for work.

8.08 Where a camp meeting, the standards of Article 10.04 Camp Accommodations is provided by the Employer, employees must stay in the camp, and no allowances under Articles 8.05, 8.06, and 8.07 are payable by the Employer, unless otherwise determined by mutual agreement of the parties. Authorized Union Representatives shall have access to camp accommodation, free of charge, where the same are provided the employees.

# ARTICLE 9 - CLASSIFICATIONS AND SCHEDULES OF WAGES

9.01 (a)

GROUP A: Specialized 4, Cement Finisher, Blasters												
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Pens.	Train. Fund	Tri-Fund	De Novo	Promo Fund	Total Pkg.	WD Ded.	OPDC Dues	Emp. Fund
05/01/18	33.15	3.31	3.20	7.10	0.55	0.10	0.00	0.00	47.41	0.93	0.40	0.20
05/19/19	34.02	3.40	3.20	7.10	0.55	0.10	0.04	0.20	48.61	0.95	0.40	0.20
05/03/20	35.11	3.51	3.20	7.10	0.55	0.10	0.04	0.20	49.81	0.97	0.40	0.20
05/02/21	36.20	3.62	3.20	7.10	0.55	0.10	0.04	0.20	51.01	1.00	0.40	0.20
GROUPB: MasonTender2												
05/01/18	32.69	3.27	3.20	7.10	0.55	0.10	0.00	0.00	46.91	0.93	0.40	0.20
05/19/19	33.29	3.33	3.20	7.10	0.55	0.10	0.04	0.20	47.81	0.95	0.40	0.20
05/03/20	34.11	3.41	3.20	7.10	0.55	0.10	0.04	0.20	48.71	0.97	0.40	0.20
05/02/21	36.20	3.49	3.20	7.10	0.55	0.10	0.04	0.20	49.61	1.00	0.40	0.20
GROUPC: MasonTender1												
05/01/18	32.19	3.22	3.20	7.10	0.55	0.10	0.00	0.00	46.36	0.93	0.40	0.20
05/19/19	32.79	3.28	3.20	7.10	0.55	0.10	0.04	0.20	47.26	0.95	0.40	0.20
05/03/20	33.61	3.36	3.20	7.10	0.55	0.10	0.04	0.20	48.16	0.97	0.40	0.20
05/02/21	34.43	3.44	3.20	7.10	0.55	0.10	0.04	0.20	49.06	1.00	0.40	0.20
GROUP D: Driller, Powderman, Specialized 3												
05/01/18	31.51	3.15	3.20	7.10	0.55	0.10	0.00	0.00	45.61	0.93	0.40	0.20
05/19/19	32.11	3.21	3.20	7.10	0.55	0.10	0.04	0.20	46.51	0.95	0.40	0.20
05/03/20	32.93	3.29	3.20	7.10	0.55	0.10	0.04	0.20	47.41	0.97	0.40	0.20
05/02/21	33.75	3.37	3.20	7.10	0.55	0.10	0.04	0.20	48.31	1.00	0.40	0.20
GROUP E: Jackhammer and Plugger, Sandblaster, Nozzleman, Specialized 2												
05/01/18	31.25	3.13	3.20	7.10	0.55	0.10	0.00	0.00	45.33	0.93	0.40	0.20
05/19/19	31.85	3.19	3.20	7.10	0.55	0.10	0.04	0.20	46.23	0.95	0.40	0.20
05/03/20	32.67	3.27	3.20	7.10	0.55	0.10	0.04	0.20	47.13	0.97	0.40	0.20
05/02/21	33.49	3.35	3.20	7.10	0.55	0.10	0.04	0.20	48.03	1.00	0.40	0.20

Five cents (\$0.05) of the above ten cents (\$0.10) Tri-Fund are to be directed to the local 607 Tri-Fund

# ARTICLE 9 - CLASSIFICATIONS AND SCHEDULES OF WAGES (CONT'D)

## 9.01 (a)

GROUP F: Labourer, Vibrator Operator, Propane Man, Helpers, Specialized 1												
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Pens.	Train. Fund	Tri-Fund	De Novo	PRomo fund	Total Pkg.	WD Ded.	OPDC Dues	Emp. Fund
05/01/18	31.01	3.10	3.20	7.10	0.55	0.10	0.00	0.00	45.06	0.93	0.40	0.20
05/19/19	31.61	3.16	3.20	7.10	0.55	0.10	0.04	0.20	45.96	0.95	0.40	0.20
05/03/20	32.43	3.24	3.20	7.10	0.55	0.10	0.04	0.20	46.86	0.97	0.40	0.20
05/02/21	33.25	3.32	3.20	7.10	0.55	0.10	0.04	0.20	47.76	1.00	0.40	0.20
GROUP G: Firewatch, Manhole Guard, Watchperson (see Article 9.05, 75% of Group F)												
05/01/18	23.26	2.33	3.20	7.10	0.55	0.10	0.00	0.00	36.54	0.93	0.40	0.20
05/19/19	23.71	2.37	3.20	7.10	0.55	0.10	0.04	0.20	37.27	0.95	0.40	0.20
05/03/20	24.32	2.43	3.20	7.10	0.55	0.10	0.04	0.20	37.94	0.97	0.40	0.20
05/02/21	24.93	2.49	3.20	7.10	0.55	0.10	0.04	0.20	38.62	1.00	0.40	0.20
Foreman Group A: (excluding Cement Finishers)												
05/01/18	34.65	3.46	3.20	7.10	0.55	0.10	0.00	0.00	49.06	0.93	0.40	0.20
05/19/19	35.25	3.52	3.20	7.10	0.55	0.10	0.04	0.20	49.96	0.95	0.40	0.20
05/03/20	36.06	3.61	3.20	7.10	0.55	0.10	0.04	0.20	50.86	0.97	0.40	0.20
05/02/21	36.88	3.69	3.20	7.10	0.55	0.10	0.04	0.20	51.76	1.00	0.40	0.20
Cement Finishers Foreman Rates as per local Cement Finishers agreement Between Construction Association of Thunder Bay and the Union												
Foreman Group F												
05/01/18	32.51	3.25	3.20	7.10	0.55	0.10	0.00	0.00	46.71	0.93	0.40	0.20
05/19/19	33.11	3.31	3.20	7.10	0.55	0.10	0.04	0.20	47.61	0.95	0.40	0.20
05/03/20	33.93	3.39	3.20	7.10	0.55	0.10	0.04	0.20	48.51	0.97	0.40	0.20
05/02/21	34.75	3.47	3.20	7.10	0.55	0.10	0.04	0.20	49.41	1.00	0.40	0.20
CCW Level I 0-600 hrs 60% of Group F												
05/01/18	18.61	1.86	3.20	-	0.55	0.10	0.00	0.00	24.32	0.93	0.40	0.20
05/19/19	18.97	1.90	3.20	-	0.55	0.10	0.04	0.20	24.95	0.95	0.40	0.20
05/03/20	19.46	1.95	3.20	-	0.55	0.10	0.04	0.20	25.49	0.97	0.40	0.20
05/02/21	19.95	1.99	3.20	-	0.55	0.10	0.04	0.20	26.03	1.00	0.40	0.20

# ARTICLE 9 - CLASSIFICATIONS AND SCHEDULES OF WAGES (CONT'D)

9.01 (a)

CCW Level II 601-1200 hrs70% of Group F												
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Pens.	Train. Fund	Tri-Fund	DE Novo	Promo Fund	Total Pkg.	WD Ded.	OPDC Dues	Emp. Fund
05/01/18	21.71	2.17	3.20	-	0.55	0.10	0.00	0.00	27.73	0.93	0.40	0.20
05/19/19	22.13	2.21	3.20	-	0.55	0.10	0.04	0.20	28.43	0.95	0.40	0.20
05/03/20	22.70	2.27	3.20	-	0.55	0.10	0.04	0.20	29.06	0.97	0.40	0.20
05/02/21	23.27	2.33	3.20	-	0.55	0.10	0.04	0.20	29.69	1.00	0.40	0.20
CCW Level III 1201-1800 hrs80% of Group F												
05/01/18	24.81	2.48	3.20	7.10	0.55	0.10	0.00	0.00	38.24	0.93	0.40	0.20
05/19/19	25.29	2.53	3.20	7.10	0.55	0.10	0.04	0.20	39.01	0.95	0.40	0.20
05/03/20	25.94	2.59	3.20	7.10	0.55	0.10	0.04	0.20	39.73	0.97	0.40	0.20
05/02/21	26.60	2.66	3.20	7.10	0.55	0.10	0.04	0.20	40.45	1.00	0.40	0.20
CCW Level IV 1801-2400 hrs90% of Group F												
05/01/18	27.91	2.79	3.20	7.10	0.55	0.10	0.00	0.00	41.65	0.93	0.40	0.20
05/19/19	28.45	2.84	3.20	7.10	0.55	0.10	0.04	0.20	42.48	0.95	0.40	0.20
05/03/20	29.18	2.92	3.20	7.10	0.55	0.10	0.04	0.20	43.29	0.97	0.40	0.20
05/02/21	29.92	2.99	3.20	7.10	0.55	0.10	0.04	0.20	44.10	1.00	0.40	0.20

Precast Erector and Finisher												
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Pens.	Train. Fund	Tri-Fund	De Novo	Promo Fund	Total Pkg.	WD Ded.	OPDC Dues	Emp. Fund
05/01/18	31.25	3.13	3.20	7.10	0.55	0.10	0.00	0.00	45.33	0.93	0.40	0.20
05/19/19	31.85	3.19	3.20	7.10	0.55	0.10	0.04	0.20	46.23	0.95	0.40	0.20
05/03/20	32.67	3.27	3.20	7.10	0.55	0.10	0.04	0.20	47.13	0.97	0.40	0.20
05/02/21	33.49	3.35	3.20	7.10	0.55	0.10	0.04	0.20	48.03	1.00	0.40	0.20
Precast Welder Certified												
05/01/18	31.51	3.15	3.20	7.10	0.55	0.10	0.00	0.00	45.61	0.93	0.40	0.20
05/19/19	32.11	3.21	3.20	7.10	0.55	0.10	0.04	0.20	46.51	0.95	0.40	0.20
05/03/20	32.93	3.29	3.20	7.10	0.55	0.10	0.04	0.20	47.41	0.97	0.40	0.20
05/02/21	33.75	3.37	3.20	7.10	0.55	0.10	0.04	0.20	48.31	1.00	0.40	0.20
Precast Labourer												
05/01/18	31.01	3.10	3.20	7.10	0.55	0.10	0.00	0.00	45.06	0.93	0.40	0.20
05/19/19	31.61	3.16	3.20	7.10	0.55	0.10	0.04	0.20	45.96	0.95	0.40	0.20
05/03/20	32.43	3.24	3.20	7.10	0.55	0.10	0.04	0.20	46.86	0.97	0.40	0.20
05/02/21	33.25	3.32	3.20	7.10	0.55	0.10	0.04	0.20	47.76	1.00	0.40	0.20

(b) The wage rates under article 9.01 (a) of the local union schedule for local 607 shall also apply to the following geographic area:

That portion of the District of Cochrane east of the 83rd parallel of longitude and north of the 49th parallel of latitude, excluding any part of Board Area 19 (the area within an 81 kilometres or approximately 50 mile radius of the Timmins Federal Building) which for greater certainty includes that area along Highway 11 between Smooth Rock Falls in the east and Opasatika in the west, including Kapuskasing and the entire area north.

(c) CCW Wage Rate

CCW Apprentice Level I – 0-600 hours 60%

CCW Apprentice Level II – 601-1200 hours 70%

CCW Apprentice Level III – 1201-1800 hours 80%

CCW Apprentice Level IV – 1801-2400 hours 90%

Apprentice rates shall be based on a percentage of the Group "F" of Article 9.01(a) Labourer's rate. No pension remittances shall be payable for Level I and II apprentices. All other items of the Agreement shall apply.

Journeyman to apprentice ratio shall be governed by the TQA.

9.02 All dry packing, cement work and grouting shall be done by the cement finisher.

9.03 It is further agreed that all employees receiving a greater rate of pay than the labourer, shall continue to receive their greater rate of pay when called upon to perform the work as labourers on a temporary basis. All employees receiving a greater rate of pay than those stipulated in the Wage Schedule shall continue to receive their greater rate of pay.

#### 9.04 Construction Craft Worker Apprenticeship

Notwithstanding provisions elsewhere in this Agreement, the Local Apprenticeship Committee for the Construction Craft Worker trade shall have full powers over hourly ratios, conditions, training, education, movement and discipline for all Construction Craft Worker Apprentices.

9.05 Workers hired exclusively for "watching duties" such as firewatch, manhole guard, traffic control, etc. will be paid an hourly rate equal to seventy-five percent (75%) of the regular hourly rate for Group "F" of Article 9.01(a). It is understood that these worker(s) may not be used to perform any other labourers' work and if the Employer wishes to employ such worker(s) for general labouring, the "watchperson" must be laid off and rehired from the Union Hiring Hall list under the provisions of Article 17 - Hiring Hall.

## **ARTICLE 10 – SPECIAL PROVISIONS**

10.01 Employees who are instructed by their foreman or supervisor to work on the following, shall receive premium pay as herein provided, in addition to their wage rates:

(a) Assisting in the erecting or building or dismantling of scaffolds and towers or like structures over fifty (50) feet in height - fifty cents (\$0.50) per hour.

(b) Working from staging, bosun chairs or scaffolds over fifty (50) feet in height - fifty cents (\$0.50) per hour.

10.02 Five (5) minutes shall be allowed before the close of each shift or working day for the purpose of picking up and returning tools to the work sheds.

10.03 Where safety hats, safety goggles, rainsuits, rubber boots, gloves, impact gloves for chipping or jackhammering, insulated gloves for inclement weather conditions or other special wearing apparel other than safety boots are required, they shall be supplied for use of the employees without cost. Such equipment supplied by the Employer shall be charged against the employee and credited to the employee on their return.

#### 10.04 Camp Accommodations

When the parties of this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply: camp accommodations, standing and mobile, will be built and installed by members of Trade Unions recognized by the Building Trades Council. It will not be a violation of this Agreement if the members of the Union refuse to occupy such camps, whether standing or mobile, if the above clause has not been adhered to.

The acceptable standard camp conditions governing both standing and mobile will be as follows:

##### Camp Site

Every camp shall be so located that good natural drainage is provided against year round climatic conditions.

## Occupancy

No camp shall be occupied before inspection and sanction by the Duly authorized Camp Committee. This shall apply to any and all conditions.

## Accommodations

The standard accommodation shall be approximately one hundred and twelve (112) square feet of floor space per room for two (2) men.

Two (2) enclosed clothes cupboards of at least six (6) square feet of floor space and of sufficient height to allow the hanging of overcoats and the like.

One (1) light for each bed, one (1) light (ceiling) for each room, and one (1) wall plug for each bed.

Two (2) beds per room with box spring mattress at least six (6) feet in length.

One window per room; one (1) mirror per room; one (1) table and two (2) chairs per room; one (1) wastepaper basket.

Rooms to be fully enclosed with a door and lock and key.

There shall be individually room-controlled heat by valve or damper. Clean linen once a week; blankets laundered out every three (3) months or when deemed necessary. New employees to be supplied with clean blankets and sheets.

Interior or bedrooms painted, including washrooms.

All floors in all rooms to be covered with material other than wood, i.e. -lino or tile.

### Toilet and Washroom Facilities

1 - 15 men	2 flush toilets
16 - 30 men	4 flush toilets
31 - 45 men	5 flush toilets
46 - 60 men	6 flush toilets
61 - 75 men	7 flush toilets
76 - 90 men	8 flush toilets

One (1) additional flush toilet for every fifteen (15) men thereafter.

There shall be sufficient urinals, one (1) shower for every ten (10) men, one (1) wash basin for every five (5) men, to be of the porcelain type, as in household bathroom, and one (1) mirror to each basin.

One(1) laundry room washing machine, dual wash tub for every twenty-five (25) men, one (1) separately heated dry room for every housing unit. (The foregoing to be contained in the same building as the sleeping quarters.) One dryer to be located in the laundry room.

### Recreation

Recreation rooms shall be supplied. Smokes and soft drinks will be available.

Outside walls of the above to be completely closed in during the cold weather.

Sidewalk to be provided between the living quarters and from living quarters to dining rooms and recreation rooms.

The above to be standards for stationary or permanent type camps. In the initial construction of the above, the camp construction workers in areas where there are no hotel accommodations, shall construct housing as is necessary for them (this is not to be a tent). When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters, and their original buildings shall be disposed of or not used for lodging from that time on.

## Mobile Camps

In the matter of mobile camps, such camps are acceptable providing the standards of accommodation equals that which are outlined below:

Only trailers that are built, conveyed to the campsite, set up, maintained by members of affiliated Unions to the various Building and Construction Trades Councils, will be acceptable. When trailers are used, they must be spaced no less than seven (7) feet apart and be staggered so that when doors are opened, the hallways are not blocked.

Washrooms must be situated so that they are readily accessible by weatherproof walk ways from the sleeping trailers.

There must be individual heat in each room occupied by two (2) men, by propane, heat, or the equivalent or not less than 20,000 B.T.U.

## Catering

Cafeteria style of serving meals will be acceptable, providing dishes are carried back by the culinary staff. The food shall be of good quality and have the approval of the Camp Committee of the Building and Construction Trades Council of Ontario.

There shall be sufficient housekeeping staff supplied by the culinary workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times, and further, all grievances shall be dealt with by said Committee.

### 10.05 Union Safety Representative

In co-operation with the Employer's overall programme of accident control and prevention, the Union may appoint one of its members as the

Union Safety Representative, however, this appointment shall not interfere with the hiring under Article 17, nor shall it unreasonably interfere with the employee's work. Such representative shall be allowed the necessary time to perform his duties relating to job safety, and wherever possible, time for these duties shall be scheduled in cooperation with the Employer, and the Employer shall not unreasonably refuse such necessary time. The Safety Representative will be one of the last three (3) workers retained by the Employer, provided he is competent and capable of performing the remaining work on the job. On projects with less than six (6) union employees, the Job Steward will serve as the Union Safety Representative.

10.06 Officers of the Union shall be granted leave of absence without pay when required for Union or Council business, providing that one (1) weeks' notice is given to the Employer by the Union.

10.07 Notwithstanding Article 12 of the Master Portion, when an Employer has multiple projects and transfers employees from project to project, the Union at its own discretion may appoint one (1) company Union Steward to represent all Union members on all projects. Layoff of Steward will be as per article 12.02 of the Master Portion based on the project where the Steward was hired on.

10.08 An employee who has been directed by the Employer to drive a company vehicle while transporting employees, materials or moving vehicles will be considered to be working.

## **ARTICLE 11 - LAYOFF NOTICE**

11.01 The employees to be laid off will be given at least two (2) hours notice of layoff and be allowed to leave the job one-half (1/2) hour before regular quitting time without any loss of wages. Should the Employer fail to give the employee two (2) hours notice, the employee shall receive an additional one-half (1/2) hour's pay.

## **ARTICLE 12 - CHECK-OFFS**

12.01 The Employer will deduct such Local Union initiation fees, monthly dues and working dues assessments as are specified by the Local Union. The Employer agrees to remit such monies deducted with the corresponding names and hours worked to the Secretary-Treasurer of the Local Union before the fifteenth (15th) day of the month following the month in which the monies were deducted.

## **ARTICLE 13 – WELFARE**

13.01 The Employer agrees to contribute the amount of monies for welfare benefits specified in Article 9 of this Schedule to the joint and equally trusted Labourers' Multi-Local Welfare Trust Fund of Ontario for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be made in accordance with Article 18 of the Master Portion of this Agreement.

13.02 The Employer further agrees to contribute to the Labourers' Multi-Local Group Legal Trust. The parties acknowledge that these contributions are made to the Labourers' Multi-Local Welfare Trust Fund which administers the contributions for the Labourers' Multi-Local Group Legal Trust.

## **ARTICLE 14 - EMPLOYER'S ADMINISTRATION FUND**

14.01 Each Employer bound by the terms of this Agreement shall contribute fifteen cents (\$0.15) per hour for each hour worked by each employee covered by this Agreement and thirteen cents (\$0.13) as per Article 9.01 (b) of this Agreement, to the "Employer's Fund". Such contributions shall be mailed directly to the Construction Association of Thunder Bay, except as otherwise directed by the fifteenth (15th) day of the month following the month in which such contributions were made together with a supporting statement on one standard benefits reporting form showing all applicable deductions and/or contributions.

## **ARTICLE 15 – PENSION**

15.01 The Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, the amount specified in Article 9 - Classifications and Schedule of Wages for each hour worked by the employees of the Employer covered by this Agreement.

Such contributions shall be made payable to and mailed to the Labourers' Pension Fund of Central and Eastern Canada on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

## **ARTICLE 16 - TRAINING FUND**

16.01 The Training Fund shall be known as Construction and Allied Workers Local Union 607 Training and Education Fund. The Employer shall pay the amount specified in Article 9 - Classification and Schedule of Wages per hour for each hour worked by each employee covered by the Agreement into the Training Fund.

16.02 These monies shall be remitted in accordance with this Agreement on the fifteenth (15th) day of the month following the month such hours are worked, and shall be remitted directly to the Construction and Allied Workers Local Union 607 Training and Education Fund.

## **ARTICLE 17 - HIRING HALL**

17.01 All of the provisions of Article 3 of the Master Portion of this Agreement apply to this Schedule. The following provisions apply to the Geographic Area of Local 607.

(a) Recall

The Employer may rehire former employees who have been in his employ during the preceding twelve (12) months, who have remained in good standing with the Union and are registered as out of work provided that the employee(s) have not worked for any other Employer during that period.

(b) Hiring

Hiring will be on the following basis:

1st employee selected by the Employer;

2nd employee selected by the Union;

3rd employee selected by the Employer;

and this sequence to continue in this method for each employee.

(c) Should an Employer elect to recall employees under Article 17.01(A) above, then before the Employer can utilize the hiring clause Article 17.01(B) above, an equal number of employees as were recalled will be provided by the Union.

## **ARTICLE 18 - INTERPRETATION OF AGREEMENT**

18.01 Where there is a conflict between this Schedule and any other provision of the Provincial Agreement, then the provisions of this Schedule shall apply.

## **ARTICLE 19 – INDIGENOUS CONTENT COMMITMENT**

19.01 The Employer and the Union agree to discuss and cooperate to encourage opportunities for local and Indigenous employment under the terms and conditions of the agreement.

## **ARTICLE 20 – DE NOVO**

20.01 The parties agree to contribute 0.02 cent per hour each towards a Local 607 Rehabilitation Fund to assist member seeking treatment for alcohol and drug addictions. (note: the 4 cents to part of the increase package)



# **LOCAL UNION SCHEDULE FOR LOCAL 625 – WINDSOR, ESSEX COUNTY & CHATHAM – KENT COUNTY (OLRB AREA 1)**

## **ARTICLE 1 - GEOGRAPHICAL JURISDICTION OF LOCAL 625**

1.01 The Counties of Essex and Chatham-Kent.

## **ARTICLE 2 - REGULAR WORKING HOURS, WAGES AND CLASSIFICATIONS**

2.01 (a) The regular working week shall consist of forty-two and one-half (42 1/2) hours Monday through Saturday with one half (1/2) hour for lunch, which is to be taken near the midpoint of the applicable shift.

Refractory hours - refer to Article 3.04 and 6.05 (Refractory Hours of Work Schedule found in the Trade Appendix for Masonry Tenders).

(b) Employees shall be permitted to take a one half (0.5) hour unpaid lunch break near the midpoint of the applicable shift. It is understood that no employee be required to work more than five (5) consecutive hours without a lunch break. The refreshment break or "coffee" break shall not be used to circumvent the "five (5) consecutive hours" provision. Employees shall be permitted to take a ten (10) minute refreshment or "coffee" break near the midpoint of each half of the applicable shift.

2.02 (a) The starting point to begin and end the applicable shift shall be from the place on site of shelter, change house, or lunch area on the project at ground level.

(b) all hours of work in excess of eight and one-half (8 1/2) hours per day is voluntary. All hours of work Saturdays and Sundays and Recognized Holidays as defined in the Master Portion of the Agreement are voluntary.

(c) No discrimination shall be shown to any employee choosing not to work under the provisions of 2.02 (b)

2.03 Schedule of Wages Local 625 WINDSOR/ ESSEX & CHATHAM-KENT COUNTIES (BOARD AREA 1)

May 2019 – April 30, 2022

A minimum basic wage for employees to whom this Agreement applies shall be as follows:

<b>GROUP 1: Experienced Labourers</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Hlth. &amp; Wlfr.</b>	<b>Legal Fund</b>	<b>Pens.</b>	<b>Funds</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>*** OPDC Dues</b>	<b>Ind. Fund</b>
05/19/19	31.68	3.17	2.70	0.05	6.70	2.17	0.05	46.52	0.40	0.32
05/03/20	32.05	3.20	2.75	0.05	7.00	2.22	0.05	47.32	0.40	0.32
05/02/21	32.82	3.28	2.80	0.05	7.00	2.32	0.05	48.32	0.40	0.32
<b>Group 2: Skilled labourers, Concrete Vibrator Operator (a premium of twenty-five cents (\$0.25) per hour above the Group 1 base rate)</b>										
05/19/19	31.93	3.19	2.70	0.05	6.70	2.17	0.05	46.79	0.40	0.32
05/03/20	32.30	3.23	2.75	0.05	7.00	2.22	0.05	47.60	0.40	0.32
05/02/21	33.07	3.31	2.80	0.05	7.00	2.32	0.05	48.60	0.40	0.32
<b>Group 3: Swamper (rigger) - (a premium of seventy-five cents (\$0.75) above Group 1 base rate)</b>										
05/19/19	32.43	3.25	2.70	0.05	6.70	2.17	0.05	47.35	0.40	0.32
05/03/20	32.80	3.28	2.75	0.05	7.00	2.22	0.05	48.15	0.40	0.32
05/02/21	33.57	3.36	2.80	0.05	7.00	2.32	0.05	49.15	0.40	0.32
<b>Group 4: Working Foreperson (a minimum of five percent (5%) per hour above the Experienced Labourers base Rate)</b>										
05/19/19	33.26	3.33	2.70	0.05	6.70	2.17	0.05	48.26	0.40	0.32
05/03/20	33.65	3.37	2.75	0.05	7.00	2.22	0.05	49.09	0.40	0.32
05/02/21	34.46	3.45	2.80	0.05	7.00	2.32	0.05	50.13	0.40	0.32

NOTE: \*\*\* EMPLOYEE DEDUCTIONS

2.03 CON'T

SCHEDULE OF WAGES (WINDSOR ESSEX COUNTY)

A minimum basic wage for employees to whom this Agreement applies shall be as follows:

<b>Group 5: Non-Working Foreperson (a minimum of twelve percent (12%) per hour above the Experienced Labourers base Rate</b>										
05/19/19	35.48	3.55	2.70	0.05	6.70	2.17	0.05	50.70	0.40	0.32
05/03/20	35.90	3.59	2.75	0.05	7.00	2.22	0.05	51.56	0.40	0.32
05/02/21	36.76	3.68	2.80	0.05	7.00	2.32	0.05	53.66	0.40	0.32

<b>Group 6: Refractory (Firebrick) Tenders</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Hlth. &amp; Wlfr.</b>	<b>Legal Fund</b>	<b>Pens.</b>	<b>Funds</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>*** OPDC</b>	<b>Ind. Fund</b>
05/19/19	32.97	3.30	2.70	0.05	6.70	2.17	0.05	47.94	0.40	0.55
05/03/20	33.34	3.33	2.75	0.05	7.00	2.22	0.05	48.74	0.40	0.55
05/02/21	34.11	3.41	2.80	0.05	7.00	2.32	0.05	49.74	0.40	0.55

<b>Group 7: Mason Tender (1)</b>										
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Vac. Pay</b>	<b>Hlth. &amp; Wlfr.</b>	<b>Legal Fund</b>	<b>Pens.</b>	<b>Funds</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>*** OPDC</b>	<b>Ind. Fund</b>
05/19/19	32.82	3.28	2.70	0.05	6.70	2.17	0.05	47.77	0.40	0.55
05/03/20	33.18	3.32	2.75	0.05	7.00	2.22	0.05	48.57	0.40	0.55
05/02/21	33.95	3.40	2.80	0.05	7.00	2.32	0.05	49.57	0.40	0.55

NOTE: \*\*\* EMPLOYEE DEDUCTIONS

2.03 CON'T

SCHEDULE OF WAGES (WINDSOR ESSEX COUNTY)

A minimum basic wage for employees to whom this Agreement applies shall be as follows:

Group 8: Mason Tender (2) – (a premium of fifty cents (\$0.50) above Group 7 base rate)										
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri-Fund	Total Pkg.	*** OPDC	Ind. Fund
05/19/19	33.32	3.33	2.70	0.05	6.70	2.17	0.05	48.32	0.40	0.55
05/03/20	33.68	3.37	2.75	0.05	7.00	2.22	0.05	49.12	0.40	0.55
05/02/21	34.45	3.45	2.80	0.05	7.00	2.32	0.05	50.12	0.40	0.55

NOTE: \*\*\* EMPLOYEE DEDUCTIONS

2.04 Classifications

For the purpose of this Agreement, the following definitions will apply:

(a) Foreperson (Working or Non-Working)

A working foreman will be required only when seven (7) or more labourers are employed on one job.

If there are twenty (20) or more labourers employed by the employer on the same jobsite, on each shift, a non-working foreperson shall be required.

(b) Skilled Labourers

Skilled labourers will be employees who are requested to handle air tools, act as plasterers' tenders, tile and terrazzo grinders, power buggy operators, concrete vibrator operator and conveyances normally used by labourers.

A swamper (rigger) will be paid seventy-five cents (\$0.75) over the base rate.

(c) Mason Tender 1 - Refer to Schedules "A" and "B" – trade appendix for Mason Tenders, contained in the Master Portion.

(d) Mason Tender 2 - forklift operators, mixer operator and lead scaffold erector – "refer to schedules "A" and "B" – trade appendix for Mason Tenders, contained in the Master Portion.

(e) Apprentice Construction Craft Worker

2.05 Apprentice Construction Craft Worker

Apprentice as per the Local Apprentice Committee (LAC) guidelines.

2.06 The Union and an employee bound to this Collective Agreement may by mutual consent, alter the terms and conditions of the Collective Agreement for new employees that they agree do not have demonstrable construction skills in the employer's particular industry.

## ARTICLE 3 - LOCAL UNION DUES CHECK-OFF

3.01 Each employee member of the Union and each seasonal and such casual employee liable to pay dues under this Article shall authorize the Employer to deduct Union Dues in the amount as may be determined by the By-Laws of Local 625 and also initiation fees if required, and remit such monies so deducted to the office of the Local Union not later than the fifteenth (15th) day of the month following that in which the dues were deducted.

There shall be a late remittances penalty levied against an employer for remittances that are not received by the Local Union or any of its' appropriate funds, listed below, by the 15th day of the following month that the hours were worked. The penalty shall be calculated at a rate of two percent (2%) compounded monthly on the total of all outstanding remittances. These funds include those described in Articles:

- 3.04 Working Dues Assessment, organizing dues and GRRSP
- 3.06 Employer Labour Relations Fund
- 3.07 Tri-Fund
- 3.08 "Funds" (Administration Fund, Organizing Fund & Training Fund)

### 3.02 Health, Welfare and Legal

The Employer agrees to contribute the sum as outlined in Article 2.03 per hour for health, welfare and legal, to the joint and equally trustees L.I.U.N.A, Ontario Participating Locals 1981 Benefit Trust, for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be paid by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Board of Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. These funds shall be remitted to the

Trustees of the L.I.U.N.A, Ontario Participating Locals 1981 Benefit Trust (see Master Portion - Schedule "D")

3.03 Pension

The Employer agrees to contribute the sum as outlined in Article 2.03 per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on/or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. The Employer agrees to forward to Local 625, one copy of the remittance report form covering welfare and pension each month. The above- mentioned funds shall be remitted to the Labourers' Pension Fund of Central and Eastern Canada (see Master Portion - Schedule D)

3.04 Working Dues Assessment

Each Employer shall deduct and remit Ontario Provincial District Council working dues from each employee for each hour worked as per schedule 2.03. Council dues are to be remitted to the Pension Fund of Central and Eastern Canada.

3.05 Statutory Holiday and Vacation Pay

Vacation pay and Statutory Holiday pay for all employees covered by this Agreement shall be paid at the rate often percent(10%) of gross wages earned.

Vacation pay and Statutory Holiday pay shall be paid weekly. Vacation pay of six percent (6%). Four percent (4%) shall include an amount in lieu of payment for Statutory Holidays.

3.06 Employer Labour Relations Fund

Every Employer bound to this Agreement shall pay the Employer Labour Relations Fund, an amount equal to thirty-two cents (\$0.32) per man hour worked for all employees covered by this Agreement. This amount shall

be submitted by cheque or direct deposit directly to the Windsor Construction Labour Relations Group (WCLRG), 2880 Temple Dr. Windsor, Ontario N8W 5J5. All man hours will be confirmed monthly by Local 625

3.07 Tri-Fund

Notwithstanding any other provision of this Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05) for each hour worked to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which these hours were worked. These monies are to be remitted to Local 625 for distribution.

3.08 "Funds" (Administration Fund, Organizing Fund & Training Fund)

The Employer shall contribute an amount, as outlined in Article 2.03 (Schedule of Wages – "Funds"), to Local 625 for each hour worked by each Employee of the Employer covered by this collective agreement. For the purpose of clarity, Training fundamounts shall be \$0.77 per hour worked effective May 19, 2019. \$0.80 per hour worked effective May 03, 2020. \$0.87 per hour worked effective May 02, 2021. The remainder of "Funds" shall be Administration Fund & Organizing Fund amounts. Training Fund, Administration & Organizing Funds make up "Funds" in Article 2.03. Such monies shall be remitted to Local 625 along with monthly dues by the fifteenth (15th) day of the month following the month for which the hours were worked.

It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the Occupational Health and Safety Act Regulations thereto.

3.09 Local 625, with thirty (30) days' written notice to the Windsor Construction Labour Relations Group, may amend the amount of contributions for pension, welfare or funds and deductions for union dues or GRSP, but any such adjustment shall not affect the total wage package.

## ARTICLE 4 - OVERTIME

4.01 Overtime work will be construed to mean all hours worked in excess of those stipulated in Article 2, Section 2.01, and shall be paid at one and one-half times (1 1/2x) the regular hourly rate, save and except Sundays and holidays.

(a) Hours worked in excess of forty-two and one-half (42 1/2) hours per week up to forty-eight and one-half (48 1/2) hours per week, Monday through Saturday, are to be paid at one and one-half (1 1/2) times the regular hourly rate.

(b) Hours worked in excess of forty-eight and one and one-half (48 1/2) hours per week are to be paid at two (2) times the regular hourly rate.

(c) Sundays and recognized holidays as defined in the Master Portion of the Agreement are to be paid at two (2) times the hourly rate.

(d) In the event that a Holiday falls on a weekday and there is no shift scheduled for that day, the employee will be credited for eight and one half (8 1/2) hours for the purpose of total hours for the week for the overtime pay purposes only.

### 4.02 Unscheduled Overtime

a) When an employee is to be continually employed for less than two (2) hours beyond the normal quitting time of the shift, he shall be allowed a coffee break at approximately 4:30 p.m. at no lost time.

b) When an employee is to be continually employed for more than two (2) hours beyond the normal time of the shift, he shall be allowed a reasonable lunch break at no lost time and a meal allowance of twelve dollars and fifty cents (\$12.50).

### 4.03 Scheduled Overtime

a) When an Employee is informed, prior to that day's shift, that he/she will be working up to ten hours (10 hrs.) overtime, they shall be given a coffee break of not less than ten (10) minutes at the normal shift quitting time.

b) When an Employee is informed, prior to that day's shift, that he/she will be working more than two (2) hours of overtime, the Employer shall give the Employee a one half (1/2) hour lunch break, at no lost time, at the end of the normal quitting time of the shift. This lunch break shall not be more than five hours past the end of the regular shift's lunch break.

Additional coffee breaks of 10 minutes, at no lost time, are to be taken no more than every 2 hours after this lunch break should the overtime continue.

c) All overtime premium pay are to follow the provisions of Articles 2.02(a), 2.02(b), and 2.02(c).

4.04 Work performed on a Sunday or a holiday (as defined in the Master Portion of this Agreement), shall be paid for at double (2x) the regular rate applicable.

## **ARTICLE 5 - SHIFT WORK**

5.01 Regular rates of pay will be paid for the shift commencing between the hours of 6:00 a.m. and 12:00 p.m., Monday through Friday. Any other shifts commencing outside of the time period indicated in this Article, shall include a shift premium of one-eighth (1/8th) of a regular time hourly rate added to each hour worked. When shift premium is added to the hourly rate, if overtime is worked, the appropriate overtime rates apply to the hourly rate with the shift premium added. i.e.  $\$31.68 + 1/8 \text{ hour } (\$3.96) = \$35.64 \times 1.5$ .

5.02 A shift premium of one-eighth (1/8th) of the regular time hourly rate shall be added to each hour worked, when being requested to work shift work on Saturday, Sunday, and Holidays. When shift premium is added to the hourly rate, the appropriate Saturday (1.5x), Sunday or Holiday (2x) rates apply to the hourly rate with the shift premium added. i.e.  $\$31.68 + 1/8 \text{ hour } (\$3.96) = \$35.64 \times 2$ .

## **ARTICLE 6 – TRANSPORTATION, TRANSFER OF EMPLOYEES & DAILY TRAVEL ALLOWANCE / MILEAGE**

6.01 Employees providing their own transportation: A daily travel allowance will be paid by each employer to each employee who provides their own transportation and are not living in a camp or receiving a substance allowance on the following basis:

For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones.

A. For Employers Based in Essex County

- (i) – All projects within Essex County shall fall within a travel free zone.
- (ii) - Employees who are required to provide their own transportation, including carpooling, to a project beyond the Essex County Travel Free Zone to projects that are within Board Area 1, shall be paid thirty (\$30.00) dollars per day travel allowance.

B. For Employers based in Chatham – Kent County

- (i) – All projects within Chatham – Kent shall fall within a travel free zone.
- (ii)- Employees who are required to provide their own transportation, including car pooling, to a project beyond the Chatham – Kent Travel Free Zone, that are within Board Area 1, shall be paid thirty dollars (\$30.00) per day travel allowance

C. Travel Outside of Board Area 1

For Employees who are required to travel outside of OLRB

Area 1 with their own vehicle, a travel allowance of fifty cents (\$0.50) per kilometer each way shall be paid outside the travel free zone. The kilometres shall be based on the most direct automobile route using a common internet automobile trip calculator. In addition, the Employee (or any other Employee who may be riding in the same vehicle) shall be paid straight time rates for the duration of each trip to and from the jobsite as determined by an internet trip calculator. Other provisions regarding travel / transportation outside of OLRB Board Area 1, shall be outlined in Article 6.02 (b) (c) (d).

6.02 Employer Providing Transportation

(a) When an Employer, at their sole discretion, directs an employee to report to a location other than the jobsite, the Employer shall make transportation available, which conforms to the Workers' Compensation Board ruling covering employees in transit, from said location to a project in OLRB board Area #1 and return and also pay travel allowance as follows:

- i) the driver/employee shall be paid at straight time rates for the duration of the trip to and from the job site as determined by the common internet trip calculator.

- ii) if the employer insists that the employees ride in the company vehicle, they shall be paid at straight time rates to and from the job site for the trip as determined by the common internet trip calculator.

iii) if an employee, chooses, of their own volition, to ride as a passenger in a employers vehicle subject to space availability, the employee will not be paid.

iv) For the purpose of determining kilometres for travel allowance beyond the free zone, all calculations are to be made using a common internet trip calculator using the most direct automobile route.

(b) The employer shall provide transportation, which conforms to the WSIB ruling covering employees in transit, for all employees who may be required to work on a project outside OLRB Board Area #1. Travel time will be paid from the employers shop or yard at straight time rates for the for the trip to and from the job site for the duration as determined by the trip calculator.

(c) Waiting time will be paid to those employees who are required to leave early or stay late because of said company transportation. When an Employer transfers an employee from one job to another and the transfer is made during working hours, the transportation charges and the time during transit at the prevailing wage rate and travel allowance shall be paid by the Employer.

Notwithstanding when an employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the Employer's expense.

(d) No employee shall be required to use their own personal vehicle for the transportation of jobsite/company materials, tools, machinery or fuels.

6.03 No employee shall be required to travel and/or work more than twelve (12) hours in any given day. If travel and/or work hours are to exceed twelve (12) hours the employer shall make available the obligations stipulated in Article 7.02.

## **ARTICLE 7 - ROOM AND BOARD ALLOWANCE**

7.01 The following conditions will apply for employees who are required to work at jobsites that are located one-hundred and fifty (150) kilometres or more from the Local 625 Union Office located at 2155 Fasan Dr. Oldcastle, Ontario.

- 7.02 An Employer may supply either:
- (a) A good Standard of board and lodging; or
  - (b) a subsistence allowance (daily allowance for meals and lodging)

7.03 To qualify for subsistence allowance, an employee must maintain accommodation at or near the work location. Employees whose regular residence is one-hundred and fifty (150) kilometres or more from the project will be entitled to either:

- (a) A subsistence allowance for room and board of one hundred and twenty (\$120.00) dollars per night out of the area effective May 1, 2019

- (b) In the event that an employer chooses to directly pay for suitable lodging at a licensed motel or hotel or other mutually agreed accommodation on behalf of the Employee, the Employee shall be entitled to a daily meal allowance of forty-five (\$45.00) dollars per day. There are to be no more than two (2) people per room.

7.04 No employee shall be required to travel and/or work more than twelve (12) hours in any given day. If travel and/or work hours are to exceed twelve (12) hours the employer shall make available the obligations stipulated in Article 7.02.

## **ARTICLE 8 – REPORTING/REFERRAL**

8.01 When an employee on a job or project reports as usual for work but is unable to commence work because of circumstances beyond his control, he shall be given two (2) hours' pay plus travelling allowances for reporting on the job. The Employer may either dismiss the employee or the employee must remain on the job during the two (2) hour period and perform any work requested which, in the opinion of the judgement of the foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturday, Sunday and holidays or overtime, then the overtime rates apply.

8.02 The above regulation shall also apply to a workman who is ordered to report to the Employer's shop or yard.

8.03 If the employee is requested by the Employer's representative on the job site to wait on the site, he shall be paid his regular rate for such waiting time.

8.04 One (1) hour's notice with pay shall be given by the Employer when an employee is temporarily laid off or discharged to enable the employee to collect and clean his tools, provided however no employee shall be laid off or dismissed within the first four (4) hours after reporting in for work except for serious misconduct. Any employee sent out by the Union to a job site at the request of an Employer shall be paid the equivalent of four (4) hours' pay if not employed. Employers shall notify the Union in writing of the dissatisfaction found in any employees at the time of lay off.

In the event an employee is unable to finish his shift one (1) hour early in order to collect and clean his tools, one (1) hour pay at the applicable straight time rate shall be added to his pay in lieu of the one (1) hour notice.

On a project when a non-working labourer foreman is hired (20 or more labourers) the foreman shall be present when members of Local 625 are being informed that they are being laid off.

#### 8.05 Student Clause

Students may be hired upon request by the Employer and approval by the Union. Any Employer who employs a Student without previous Union consent, may be restricted from doing so.

Two classifications of Students are to be considered:

(a) - Summer Students – Summer students may be hired between the period of May 01st to August 31st. The student is to receive wages not less than sixty percent (60%) plus vacation pay, of the Experienced Labourers' rate. The Employer shall contribute the "Funds" only for all hours worked by students. No student shall displace any member of the Union.

(b) Co-Op Students – During school hours and terms only. A maximum of two (2) Co-Op students per Employer may be hired. It is in the contractor's discretion to determine an appropriate wage (if any) to be paid to the student. No Co-Op student shall displace any member of the Union.

## Recall

The Employer shall have the prerogative, when adding to its work force, to first rehire any employees who are unemployed and have been in the Employer's employ during the preceding twelve (12) months, provided that they are in good standing with the Union and has been issued a referral slip from the Union before starting work.

### 8.06 Callback

In the event that an employee is called back to work after completing his/her regular shift, a minimum of four (4) hours payshall be paid at the applicable overtime rate.

8.07 (a) The Union agrees the Health & Safety Programs to be delivered are WHMIS, Confined Space Awareness & Entry, Working At Heights, Construction Health & Safety Awareness (MOL) and such Provincially Mandated Health & Safety Training Programs within the Industrial / Commercial / Institutional Sectors.

(a) Copies of Training Certificates are to be provided to Employers by the Employee or Union upon request from an Employer. In the event a Third Party or employer provides Training to an Employee the Employee will be provided a copy of the Certificate of training from the Issuing Authority. Such request by the Employee or the Union cannot be refused by the Employer.

## **ARTICLE 9 - JOINT LABOUR MANAGEMENT COMMITTEE**

9.01 In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Windsor Construction Labour Relations Group and the Labourers' Local 625, a Joint Labour Management Committee shall be established.

9.02 The Joint Committee shall be selected from named members or alternates of the Association and named business representatives of the Union; the selection of three (3) appointees for each party constituting this Committee shall rest with each respective Chairman of the Labour Relations

Committee. The Committee shall select a Chairman and a Secretary and minutes shall be kept of all meetings.

9.03 The above Committee shall meet quarterly, or at any other time deemed necessary by either party to this Agreement.

9.04 This Committee shall be authorized to attempt to settle or adjust grievances and disputes prior to arbitration and to handle matters pertaining to better relations between the Employer and Union for the general betterment of the industry.

## **ARTICLE 10 - GENERAL WORKING CONDITIONS**

10.01 No employee shall be discriminated against in hiring or being continued in his employment because of age.

10.02 When the project is stopped by the Safety Inspector for an unsafe condition, the employees affected will be paid to the end of their regular shift.

10.03 An employee absent by reason of illness, who wishes to, may return to work if the job is not completed and the trade is still open, and providing he has been released by his physician. No person may exercise the option herein granted unless he shall have reported his illness or accident to the Employer the first day he absented himself from work by reason thereof.

10.04 The Employer will endeavour to provide parking space for the employees; the Union agrees that wherever necessary, it will be a joint effort to obtain such parking spaces.

10.05 Members of the Union shall be allowed leave of absence, without pay, to attend Union conventions and conferences, but no employee shall be absent from his employment during working hours to attend a meeting of the Local Union.

10.06 The non-working foreperson shall receive orders from the Employer or his supervisor and shall in turn give orders to the labourers under his

supervision.

Labourers may take direction from another trade for the purpose of tending materials and or preparing a work area.

#### 10.07 Letter of Understanding – Enabling

As per Article 20 amending the master portion, the Local 625 employers and employees parties will effect reasonable steps to ensure the survival and growth of the labourer market share. To that end, employers may request a project to be enabled by submitting an “Enabling Request Form” in its entirety to the Windsor Construction Labour Relations Group (WCLRG) not later than five (5) business days prior to project closing time. WCLRG shall forward the request to L.U. 625. L.U. 625 must respond to the WCLRG not less that three (3) business days prior to tender closing. WCLRG shall advise all known bidders and Local 625 signatory sub contractors of the agreed or disagreed terms of enabling request.

## **ARTICLE 11 – HARD LANDSCAPING**

The Employer may engage Contractors or Sub-Contractors bound to the Heavy Construction of Windsor Agreement to perform the Formwork with respect to Hard Landscaping for work on ICI Projects.

The Employer may Self-Perform the Formwork with respect to Hard Landscaping pursuant to the Terms and Conditions of the Heavy Construction Association of Windsor Agreement.

# LOCAL 625- WINDSOR, ESSEX AND CHATHAM - KENT CEMENT MASONS APPENDIX

## ARTICLE 1 - GEOGRAPHICAL DESCRIPTION

1.01 The Counties of Essex and Chatham-Kent.

## ARTICLE 2 - RATES OF WAGES, WELFARE, UNION DUES, VACATION PAY, EMPLOYER LABOUR RELATIONS FUND AND LEGAL FUND

2.01 The regular hourly rates will be as follows:

<b>Journeyman-(a premium of \$2.80 above Experienced Labourer / Group 1 base hourly rate.)</b>											
Effective Date	Hourly Rate	(10%) Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri- Fund	Total Pkg.	*** OPDC Dues	Ind. Fund	
05/19/19	34.48	3.45	2.70	0.05	6.70	2.17	0.05	49.60	0.40	0.51	
05/03/20	34.85	3.49	2.75	0.05	7.00	2.22	0.05	50.41	0.40	0.51	
05/02/21	35.62	3.56	2.80	0.05	7.00	2.32	0.05	51.40	0.40	0.51	
Note: *** Employee deductions											

2.02 Employer Labour Relations Fund

Contractors affiliated to the Cement Finishing Labour Relations Association, refer to Article 22 of the Cement Finishers' Appendix contained in the Master Portion

2.03 Each employee member of the Union and each seasonal and such casual employee liable to pay dues under this Article, shall authorize the

Employer to deduct Union dues in the amount as may be determined by the By-Laws of Local 625 and also application fees if required, and remit such monies so deducted to the Local Union not later than the fifteenth (15th) day of the month following that in which the dues were deducted.

There shall be a late remittances penalty levied against an employer for remittances that are not received by the Local Union or any of its' appropriate funds, listed below, by the 15th day of the following month that the hours were worked. The penalty shall be calculated at a rate of two percent (2%) compounded monthly on the total of all outstanding remittances. These funds include those contained in Article 2.01 and:

- 2.04 Working Dues Assessment, organizing dues and GRRSP
- 2.02 Employer Labour Relations Fund
- 2.06 Tri-Fund
- 2.07 "Funds" (Administration Fund & Training Fund – Include Organizing Fund beginning 05/01/17)

2.04 Working Dues Assessment

Each Employer shall deduct and remit Ontario Provincial District Council (OPDC) dues from each employee for each hour worked as per schedule 2.01.

Council dues are to be remitted along with the Pension contributions & Tri-Fund which are to be remitted to Local 625 by the 15th day of the following month that the hours were worked.

2.05 Holiday and Vacation Pay

Vacation pay and Statutory Holiday pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned.

Vacation pay and Statutory Holiday pay shall be paid weekly Vacation pay of six percent (6%). Four percent (4%) shall include an amount in lieu of payment for Statutory Holidays.

2.06 Tri-Fund

Notwithstanding any other provision of this Agreement, Appendix or Local Union Schedule, the Employer shall pay the sum of five cents (\$0.05)

for each hour worked to the Labourers' Pension Fund of Central and Eastern Canada on the fifteenth (15th) day of the calendar month following the month in which these hours were worked.

2.07 "Funds" (Administration Fund, Organizing Fund & Training Fund)

The Training Fund shall be known as The L.I.U.N.A, Local 625 Training Fund. The Employer shall pay an amount of seventy-seven cents (\$0.77) per hour, effective May 19, 2019 and increases to eighty cents (\$0.80) per hour effective May 3, 2020 & eighty-seven cents (\$0.87) per hour effective May 02, 2021 for each hour worked by each employee covered by this Agreement into the Training Fund. The Administration Fund and Organizing Fund amount shall be the remaining amount included in "Funds".

Such monies shall be entered on a form as designated by the Trustees, from time to time and be remitted along with the Local Union Monthly Dues by the fifteenth (15th) day of the month following the month for which the hours were worked.

It is understood and agreed that by providing for such training, the Training Fund shall not in any way incur any liability or responsibility for worker education required under the Occupational Health and Safety Act Regulations thereto.

2.08 The Union and the Employer bound to this Collective Agreement may, by mutual consent, alter the terms and conditions of the Collective Agreement for new employees that they agree do not have demonstrable construction skills in the "Employer's Particular Industry."

## **ARTICLE 3 - HOURS OF WORK AND OVERTIME**

3.01 A regular working day shall consist of eight (8) hours labour, commencing anytime between 8:00 a.m. and 12:00 noon with one-half(1/2) hour for lunch, which is to be taken near the midpoint of the eight (8) hours. Five (5) consecutive eight (8) hour working days shall constitute a regular working week, beginning Monday and ending Friday of each week.

3.02 The starting point to begin and quit work shall be from the place of shelter or change house on the project.

3.03 Overtime work shall be construed to mean all hours worked in excess of those stipulated in 3.01 above. All hours worked in excess of the regular working day, Monday to Friday, shall be paid at one and one-half times (1 1/2x) the regular hourly rate. All hours worked on Saturday, Sunday or a Holiday (as stipulated herein) shall be paid at double (2x) the regular hourly rate.

3.04 Unscheduled Overtime

(a) When an employee is to be continually employed for more than two (2) hours beyond the normal quitting time of the shift, he shall be allowed a coffee break at approximately 4:30 p.m. at no lost time.

(b) When an employee is to be continually employed for more than two (2) hours beyond the normal time of the shift, he shall be allowed a reasonable lunch break at no lost time. Either a suitable meal will be provided by the Employer or the Employee shall be given a \$15.00 meal allowance. This lunch break shall be taken at the normal quitting time of the shift. Additional coffee breaks of 10 minutes, at no lost time, shall be taken no more than every 2 hours after this lunch break should the overtime work continue.

3.05 Scheduled Overtime

(a) When an employee is informed prior to that day's shift, that he will be working more than two (2) hours of overtime, the Employer shall allow the employee a one half hour lunch break, at no lost time at the end of the normal quitting time of the shift. The lunch break shall not be more than five (5) hours after the regular shift's lunch break. Additional coffee breaks of 10 minutes, at no lost time, are to be taken not more than every 2 hours after this lunch break should the overtime continue.

(b) Employees shall not work more than one (1) shift of eight (8) hours between midnight and midnight of the following day, unless they are paid for such hours of work as follows: for any time worked other than the employee's regular shift in the aforesaid twenty-four (24) hour period, such additional time shall be paid for at one and one-half times (1 1/2x) the regular hourly rate applicable.

## **ARTICLE 4 - REPORTING ALLOWANCE AND/OR INCLEMENT WEATHER PAY**

4.01 When an employee employed on a job or project reports as usual for work but is unable to commence work because of circumstances beyond his control, he shall be given two (2) hours' pay plus travelling allowance for reporting on the job, provided however that the employee remains on the job during the two (2) hour period and performs any work requested which, in the opinion of the judgement of his foreman, after conferring with the job steward, can be accomplished. If reporting time occurs during Saturday, Sunday and holidays or overtime hours, then the overtime rates shall apply. Travel allowance shall be paid for reporting.

4.02 The above regulations shall also apply to a worker who is ordered to report to the Employer's shop or yard.

4.03 If the employee is requested by the Employer's representative on the job site to wait on the site, he shall be paid his regular rate for such waiting time.

4.04 No employee shall be laid off or dismissed within the first four (4) hours after reporting in for work except for serious misconduct. Any employee sent out by the Union to a job at the request of an Employer shall be paid the equivalent of one (1) hour's pay if not employed.

Employers shall notify the Union in writing of the dissatisfactions found in any employee at the time of layoff.

4.05 If any employee reports for work but is unable to commence work because of climatic conditions, he shall be given one (1) hour's pay and travelling allowance for reporting to the job, provided he can commence work within the said one (1) hour.

## ARTICLE 5 - FOREPERSON PREMIUMS AND RATIOS

5.01 Whenever six (6) or more cement masons are working on a job, a working foreperson (who shall be a member of Local 625) must be provided and he shall be under the direction of the Employer as his agent. The foreperson shall receive a minimum of one dollar and seventy-five cents (\$1.75) per hour or more above the regular Journeyman's rate of wages.

## ARTICLE 6 - TRANSPORTATION, TRANSFER OF EMPLOYEES AND DAILY TRAVEL ALLOWANCE / MILEAGE

6.01 - Employees providing their own transportation: A daily travel allowance will be paid by each employer to each employee who provides their own transportation and are not living in a camp or receiving a substance allowance on the following basis:

For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones.

### A. For Employers Based in Essex County

- (i) All projects within Essex County shall fall within a travel free zone.
- (ii) Employees who are required to provided their own transportation, including carpooling, to a project beyond the Essex County Travel Free Zone to projects that are within Board Area1, shall be paid thirty (\$30.00) dollars per day travel allowance.

### B. For Employers Based in Chatham-Kent County

- (i) – All projects within Chatham – Kent shall fall within a travel free zone.
- (ii) – Employees who are required to provide their own transportation, including car pooling, to a project beyond the Chatham – Kent Travel Free Zone, that are within Board Area 1, shall be paid thirty dollars (\$30.00) per day travel allowance.

C. Travel Outside Board Area #1

For Employees who are required to travel outside of OLRB Area 1 with their own vehicle, a travel allowance of fifty cents (\$0.50) per kilometer each way shall be paid outside the travel free zone. The kilometres shall be based on the most direct automobile route using a common internet automobile trip calculator. In addition, the Employee (or any other Employee who may be riding in the same vehicle) shall be paid straight time rates for the duration of each trip to and from the jobsite as determined by an internet trip calculator. Other provisions regarding travel / transportation outside of OLRB Board Area 1, shall be outlined in Article 6.02 (b) (c) (d).

6.02 Employer Providing Transportation

(a) When an Employer, at their sole discretion, directs an employee to report to a location other than the jobsite, the Employer shall make transportation available, which conforms to the Workers' Compensation Board ruling covering employees in transit, from said location to a project in OLRB board Area #1 and return and also pay travel allowance as follows:

i) the driver/employee shall be paid at straight time rates for the duration of the trip to and from the job site as determined by the common internet trip calculator.

ii) if the employer insists that the employees ride in the company vehicle, they shall be paid at straight time rates to and from the job site for the trip as determined by the common internet trip calculator.

iii) if an employee, chooses, of their own volition, to ride as a passenger in a employers vehicle subject to space availability, the employee will not be paid.

iv) For the purpose of determining kilometers for travel allowance beyond the free zone, all calculations are to be made using a common internet trip calculator using the most direct automobile route.

(b) The employer shall provide transportation, which conforms to the WSIB ruling covering employees in transit, for all employees who may be required to work on a project outside OLRB Board Area #1. Travel time will be paid from the employers shop or yard at straight time rates for the for the trip to and from the job site for the duration as determined by the trip calculator.

(c) Waiting time will be paid to those employees who are required to leave early or stay late because of said company transportation. When an

Employer transfers an employee from one job to another and the transfer is made during working hours, the transportation charges and the time during transit at the prevailing wage rate and travel allowance shall be paid by the Employer.

Notwithstanding when an employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the Employer's expense.

(d) No employee shall be required to use their own personal vehicle for the transportation of jobsite/company materials, tools, machinery or fuels.

6.03 No employee shall be required to travel and/or work more than twelve (12) hours in any given day. If travel and/or work hours are to exceed twelve (12) hours the employer shall make available the obligations stipulated in Article 7.02.

## **ARTICLE 7 - ROOM AND BOARD**

7.01 The following conditions will apply for employees who are required to work at jobsites that are located one-hundred and fifty (150) kilometres or more from the Local 625 Union Office located at 2155 Fasan Dr. Oldcastle, Ontario

7.02 An Employer may supply either:

(a) A good standard of board (meals) and lodging; or

(b) a subsistence allowance (Daily allowance for meals and lodging).

7.03 To qualify for subsistence allowance, an employee must maintain accommodation at or near the work location. Employees whose regular residence is one-hundred and fifty (150) kilometres or more from the project will be entitled to either:

(a) A subsistence allowance for room and board of one-hundred twenty (\$120.00) dollars effective May 1, 2019 or

(b) In the event that an Employer chooses to directly pay for suitable lodging at a licensed motel, hotel or other mutually agreed accommodations on behalf of the Employee, the Employee shall be entitled to a daily meal allowance of forty-five (\$45.00) dollars per day. There are to be no more than

two people per room.

7.04 No employee shall be required to travel and/or work more than twelve (12) hours in any given day. If travel and/or work hours are to exceed twelve (12) hours the employer shall make available the obligations stipulated in Article 7.02.

## **ARTICLE 8 - SHIFT WORK**

8.01 (a) When work is performed in more than one shift, any employee working on any shift commencing after 12:00 noon shall be paid a premium one-eighth (1/8th) of regular time hourly rate.

(b) Any hours worked in excess of those stipulated in Article 3 above from Monday to Friday, shall be paid at one and one-half times (1 1/2x) the regular rate.

(c) Any hours worked in any shift, commencing on a Saturday, Sunday or a Holiday (as stipulated herein) shall be paid at double (2x) the regular hourly rate. Any shift commencing on Friday and ending on Saturday shall be paid at normal rates as per 8.01(a).

## **ARTICLE 9 - SUBCONTRACTORS' PROVISION FOR GENERAL AND INDUSTRIAL CONTRACTORS**

9.01 "General Contractors and Industrial Contractors shall only subcontract work covered by this Agreement to subcontractors who are in a contractual relationship with an A.F.L.-C.I.O. Building Trades Union."



# LOCAL UNION SCHEDULE FOR LOCAL 625 - CHATHAM - KENT

## ARTICLE 1 - GEOGRAPHICAL JURISDICTION

1.01 The County of Chatham-Kent.

## ARTICLE 2 - REGULAR WORKING HOURS, WAGES AND CLASSIFICATIONS

2.01 (a) The regular working week shall consist of forty-two and one-half (42 1/2) hours Monday through Saturday with one half (1/2) hour for lunch, which is to be taken near the midpoint of the applicable shift  
Refractory hours - refer to Article 3.04 and 6.05 (refractory hours of work schedule found in the trade appendix for Mason Tenders).

(b) Employees shall be permitted to take a ½ hour unpaid lunch break near the mid-point of the applicable shift. It is understood that no employee be required to work more than five (5) consecutive hours without a lunch break. The refreshment break or "coffee break" shall not be used to circumvent the "five (5) consecutive hours" provision.

Employees shall be permitted to take a ten (10) minute refreshment or "coffee" break near the mid-point of each half of the applicable shift.

2.02 (a) The starting point to begin and end the applicable shift shall be from the place on site of shelter, change house or lunch area on the project at ground level.

(b) all hours of work in excess of eight and one-half (8 1/2) hours per day is voluntary. All hours of work Saturdays and Sundays and Recognized Holidays as defined in the Master Portion of the Agreement are voluntary.

(c) No discrimination shall be shown to any employee choosing not to work under the provisions of 2.02 (b)

2.03 A minimum basic wage for employees to whom this Agreement applies shall be as follows:

2.04 Classifications

<b>GROUP 1: Experienced Labourers</b>										
Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri-Fund	Total Pkg.	*** OPDC Dues	Ind. Fund
05/19/19	31.68	3.17	2.70	0.05	6.70	2.17	0.05	46.52	0.40	0.32
05/03/20	32.05	3.20	2.75	0.05	7.00	2.22	0.05	47.32	0.40	0.32
05/02/21	32.82	3.28	2.80	0.05	7.00	2.32	0.05	48.32	0.40	0.32
<b>Group 2: Skilled labourers, Concrete Vibrator Operator (a premium of twenty-five cents (\$0.25) per hour above the Group 1 base rate)</b>										
05/19/19	31.93	3.19	2.70	0.05	6.70	2.17	0.05	46.79	0.40	0.32
05/03/20	32.30	3.23	2.75	0.05	7.00	2.22	0.05	47.60	0.40	0.32
05/02/21	33.07	3.31	2.80	0.05	7.00	2.32	0.05	48.60	0.40	0.32
<b>Group 3: Swamper (rigger) - (a premium of seventy-five cents (\$0.75) above Group 1 base rate)</b>										
05/19/19	32.43	3.25	2.70	0.05	6.70	2.17	0.05	47.35	0.40	0.32
05/03/20	32.80	3.28	2.75	0.05	7.00	2.22	0.05	48.15	0.40	0.32
05/02/21	33.57	3.36	2.80	0.05	7.00	2.32	0.05	49.15	0.40	0.32
<b>Group 4: Working Foreperson (a minimum of five percent (5%) per hour above the Experienced Labourers base Rate)</b>										
05/19/19	33.26	3.33	2.70	0.05	6.70	2.17	0.05	48.26	0.40	0.32
05/03/20	33.65	3.37	2.75	0.05	7.00	2.22	0.05	49.09	0.40	0.32
05/02/21	34.46	3.45	2.80	0.05	7.00	2.32	0.05	50.13	0.40	0.32

**Group 5: Non-Working Foreperson (a minimum of twelve percent (12%) per hour above the Experienced Labourers base Rate**

05/19/19	35.48	3.55	2.70	0.05	6.70	2.17	0.05	50.70	0.40	0.32
05/03/20	35.90	3.59	2.75	0.05	7.00	2.22	0.05	51.56	0.40	0.32
05/02/21	36.76	3.68	2.80	0.05	7.00	2.32	0.05	53.66	0.40	0.32

**Group 6: Refractory (Firebrick) Tenders**

Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri-Fund	Total Pkg.	*** OPDC	Ind. Fund
05/19/19	32.97	3.30	2.70	0.05	6.70	2.17	0.05	47.94	0.40	0.55
05/03/20	33.34	3.33	2.75	0.05	7.00	2.22	0.05	48.74	0.40	0.55
05/02/21	34.11	3.41	2.80	0.05	7.00	2.32	0.05	49.74	0.40	0.55

**Group 7: Mason Tender (1)**

Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri-Fund	Total Pkg.	*** OPDC	Ind. Fund
05/19/19	32.82	3.28	2.70	0.05	6.70	2.17	0.05	47.77	0.40	0.55
05/03/20	33.18	3.32	2.75	0.05	7.00	2.22	0.05	48.57	0.40	0.55
05/02/21	33.95	3.40	2.80	0.05	7.00	2.32	0.05	49.57	0.40	0.55

**Group 8: Mason Tender (2) – (a premium of fifty cents (\$0.50) above Group 7 base rate)**

Effective Date	Hourly Rate	Vac. Pay	Hlth. & Wlfr.	Legal Fund	Pens.	Funds	Tri-Fund	Total Pkg.	*** OPDC	Ind. Fund
05/19/19	33.32	3.33	2.70	0.05	6.70	2.17	0.05	48.32	0.40	0.55
05/03/20	33.68	3.37	2.75	0.05	7.00	2.22	0.05	49.12	0.40	0.55
05/02/21	34.45	3.45	2.80	0.05	7.00	2.32	0.05	50.12	0.40	0.55

NOTE: \*\*\* EMPLOYEE DEDUCTIONS

(a) Skilled labourers will be employees who are requested to handle air tools, act as plasterers' tenders, tile and terrazzo grinders, power buggy operators, concrete vibrator operator and conveyances normally used by labourers.

A swamper (rigger) will be paid seventy-five cents (\$0.75) over the base rate.

(b) Mason Tender 1 - Refer to Schedules "A" and "B" - trade appendix for Mason Tenders, contained in the Master Portion.

(c) Mason Tenders 2 - forklift operator, mixer operator and lead scaffold erector. - Refer to Schedules "A" and "B" - trade appendix for Mason Tenders, contained in the Master Portion.

## 2.5 Apprentice Construction Craft Worker

Apprentice as per the Local Apprentice Committee (LAC) guidelines.

# ARTICLE 3 - WELFARE AND PENSION

## 3.01 Health, Welfare and Legal

The Employer agrees to contribute the sum as outlined in Article 2.03 per hour for health, welfare and legal, to the joint and equally trustee L.I.U.N.A, Ontario Participating Locals 1981 Benefit Trust, for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be paid by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report for each employee on a form prescribed by the Board of Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month. These funds shall be remitted to the Trustees of the L.I.U.N.A, Ontario Participating Locals 1981 Benefit Trust (see Master Portion - Schedule D).

## 3.02 Pension

The Employer agrees to contribute the sum as outlined in Article 2.03 per hour to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund on/or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

The Employer agrees to forward to Local 625, one copy of the remittance report form covering welfare and pension each month. The above-mentioned funds shall be remitted to Local 625 for distribution to the LIUNA Ontario Participating Locals 1981 Benefit Trust and The Labourers' Pension Fund of Central and Eastern Canada (see Master Portion – Schedule D).

3.03 Local 625, with thirty (30) days' written notice to the Windsor Construction Labour Relations Group, may amend the amount of contributions for pension, welfare, legal or training and deductions for union dues, organizing dues or GRRSP, but any such adjustment shall not affect the total wage package.

## **ARTICLE 4 - TRANSPORTATION AND TRANSFER OF EMPLOYEES**

4.1 For the purpose of determining the Employer's obligation to supply transportation to employees, the area to which this Agreement applies is divided into zones.

4.2 A. For Employees of Employers Based in Kent County

(a) From the intersection of Bloomfield Road (County Road 10) and Hwy 401, for any jobsite within a twenty-eight (28) kilometre radius, no travel allowance will be paid.

(b) Employees who are required to travel to a project in Kent County outside the free zone described in (a) above will be paid sixteen (16.00) dollars per day travel allowance for each day worked or reported for.

(c) Employees required to travel to a project in Essex County, from the intersection of Queen Street North and Hwy 401 in Tilbury to any site within:

i) a twenty (20) kilometre radius will be paid sixteen (\$16.00) dollars per day travel allowance for each day worked or reported for.

ii) over a twenty (20) kilometre to forty (40) kilometre radius will be paid nineteen (\$19.00) dollars per day travel allowance for each day worked or reported for.

iii) over a forty (40) kilometre radius to the easterly and northerly county boundaries will be paid twenty-two (\$22.00) dollars per day travel allowance for each day worked or reported for.

B. For Employees who Live in OLRB Board Area #1

Employees who are required to travel outside of OLRB Board Area #1, a travel allowance of thirty-three (\$0.33) cents per kilometre each way shall be paid based on the most direct automobile route using a common internet

automobile trip calculator. In addition, the employee shall be paid at straight time rates for the duration of each trip to and from the job site as determined by the trip calculator.

C. For Employers Based Outside of OLRB board Area #1

For employers based outside of OLRB Board Area #1 and utilizing members of Labourers' Local 625, travel shall be paid on clauses 6.01 "A" or 6.01 "B" of the Local 625 Windsor-Essex County schedule.

4.3 Employer Providing Transportation

(a) When an Employer, at their sole discretion, directs an employee to report to a location other than the jobsite, the Employer shall make transportation available, which conforms to the Workers' Compensation Board ruling covering employees in transit, from said location to a project in OLRB board Area #1 and return and also pay travel allowance as follows:

i) the driver/employee shall be paid at straight time rates for the duration of the trip to and from the job site as determined by the common internet trip calculator.

ii) if the employer insists that the employees ride in the company vehicle, they shall be paid at straight time rates to and from the jobsite for the trip as determined by the common internet trip calculator.

iii) if an employee, chooses, of their own volition, to ride as a passenger in a employers vehicle subject to space availability, the employee will not be paid.

(b) The employer shall provide transportation, which conforms to the WSIB ruling covering employees in transit, for all employees who may be required to work on a project outside OLRB Board Area #1. Travel time will be paid from the employers shop or yard at straight time rates for the for the trip to and from the job site for the duration as determined by the trip calculator.

(c) When an Employer transfers any employees from one job to another and the transfer is made during working hours, the transportation charges and the time during transit (at the prevailing wage rate and travel allowance) shall be paid by the Employer. Notwithstanding when an employee is transferred from one job to another, the Employer shall at all times be responsible for and arrange for the transportation of the employee's tools from one job to another at the Employer's expense.

4.4 No employee shall be required to travel and/or work more than twelve (12) hours in any given day. If travel and/or work hours are to exceed twelve (12) hours the employer shall make available the obligations stipulated in Article 4.05 (b)

4.5 Room and Board

(a) The following conditions will apply for employees whose regular residence is one-hundred and fifty (150) kilometers or more from the work location

(b) An Employer may supply either:

- (i) a good standard of board and lodging; or
- (ii) a subsistence allowance

(c) To qualify for subsistence allowance, an employee must maintain accommodation at or near the work location. Employees whose regular residence is one-hundred and fifty (150) kilometers or more from the project will be entitled to either:

(i) A subsistence allowance for room and board of ninety-seven (\$97.00) dollars per night out of the area.

(ii) A meal allowance only of forty-two fifty (\$42.50), plus employer paid lodging at a licensed hotel or motel or other mutually agreed accommodation with no more than two (2) people per room.

(d) No employee shall be required to travel and/or work more than twelve (12) hours in any given day. If travel and/or work hours are to exceed twelve (12) hours the employer shall make available the obligations stipulated in Article 4.05.

## **ARTICLE 5 - OTHER TERMS AND CONDITIONS**

Save and except as explicitly provided herein, all terms and conditions applicable under Local Union Schedule for Local 625 - Windsor shall be applicable to the County of Chatham-Kent

## LETTER OF UNDERSTANDING – ENABLING

As per Article 20 amending the master portion, the Local 625 employers and employee parties will effect reasonable steps to ensure the survival and growth of the labourer market share. To that end, employers may request a project to be enabled by submitting an “Enabling Request Form” in its entirety to the Windsor Construction Labour Relations Group (WCLRG) not later than five (5) business days prior to project closing time. WCLRG shall forward the request to L.U. 625. L.U. 625 must respond to the WCLRG not less than three (3) business days prior to tender closing. WCLRG shall advise all known bidders and Local 625 signatory sub-contractors of the agreed or disagreed terms of enabling request.



# LOCAL UNION SCHEDULE FOR LOCAL 837 - HAMILTON

## ARTICLE 1 - HOURS OF WORK AND OVERTIME

### 1.01 Hours of Work

The regular workweek shall consist of forty-two and one-half (42 1/2) hours as follows:

Eight and one-half (8 1/2) hours per day, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

### Refractory Hours of Work

The regular workweek shall consist of forty (40) hours as follows:

Eight (8) hours per day, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

### 1.02 Overtime Conditions

(a) Time and one-half (1 1/2x) of the basic hourly rate shall be paid for the first two (2) hours worked in excess of daily hours, Monday through Friday.

(b) Overtime on Saturdays, Sundays and holidays will be, as far as is practicable, equitably distributed among those who normally do the type of work available having consideration for the skill and ability of the employees concerned.

(c) All work performed in excess of (a) above and all work performed on Saturdays, Sundays and holidays, as set out in Article 9 of the Master Agreement, shall be paid for at the rate of double (2x) the regular day shift rate, and transportation allowance where applicable.

1.03 Should any member of the Labourers' Union lose time due to inclement weather during the week, then such time lost due to inclement weather may be made up by working up to one and one-half (1 1/2) hours per day (beyond the regular work hours) at straight time rates. Such make-up time may only be worked during the week and/or the project at which

such time was lost and made up on the Monday to Friday of such week. Such make-up time may not be accumulated or compounded.

#### 1.04 Hot Meal

The Employer shall provide, free of charge to each labourer, a hot meal on all shifts lasting more than twelve (12) hours or pay thirteen dollars (\$13.00) to each labourer in lieu of a hot meal. Effective May 3rd, 2020 the Employer shall provide, free of charge to each labourer, a hot meal on all shifts lasting more than twelve (12) hours or pay fourteen dollars (\$14.00) to each labourer in lieu of a hot meal. Effective May 2nd, 2021 the Employer shall provide, free of charge to each labourer, a hot meal on all shifts lasting more than twelve (12) hours or pay fifteen dollars (\$15.00) to each labourer in lieu of a hot meal.

## **ARTICLE 2 - SHIFT WORK**

2.01 Shift work is any shift started other than the regular or day shift as outlined in Hours of Work above, Monday through Friday inclusive.

2.02 All shift work shall receive a shift premium equal to one (1) hour of pay at the regular hourly rate for all daily shift work up to the number of hours per day as provided for in Hours of Work above. All hours worked in excess of those total daily and weekly hours, as provided in Hours of Work above, shall be paid as overtime.

2.03 No employees shall be required to work more than one (1) shift in any twenty-four (24) hours unless they are remunerated as set out in 1.02(a) Hours of Work and Overtime.

2.04 The premium time on the second and third shifts shall be paid irrespective of any hours worked in the shift.

## **ARTICLE 3 – VACATION WITH PAY**

3.01 Employees shall be paid vacation and statutory holiday pay in the amount of ten percent (10%).

That part of the amount allocated to vacation pay shall be the minimum required by the Employment Standards Act as amended from time to time, and the balance shall be in lieu of payment for recognized statutory holidays.

3.02 The parties agree to continue the jointly trusteeed Vacation Pay Trust Fund, with monies to be remitted monthly, along with the welfare, at the direction of the Trustees.

## **ARTICLE 4 - TRAVELLING EXPENSES**

4.01 The following is defined as the Metropolitan Area for the purpose of this Agreement:

The area bounded by a line from the south shore of Lake Ontario in a southerly direction on No. 50 Side Road (west of Winona) to No. 20 Highway, westerly on No. 20 Highway to No. 53 Highway, along No. 53 Highway to No. 52 Highway, northerly on No. 52 Highway to No. 5 Highway, easterly on No. 5 Highway to the Burlington-Oakville town line, and southerly on the said town line to Lake Ontario.

4.02 When an employee is required to work beyond the Metropolitan Area as defined in 4.01 above, he shall receive a travelling allowance at the rate of forty-eight cents (\$0.48) per kilometre each way.

4.03 The number of kilometres in question will be based on the distance from the boundary of the Metropolitan Area to the job site.

## **ARTICLE 5 - TRANSPORTATION AND TRANSFER OF EMPLOYEES**

5.01 The Employer, when requiring an employee to travel to a job beyond the zone to which this Agreement applies, shall:

- (a) Pay such employee the wage rates set forth in this Agreement, and;
- (b) Provide allowance for room and board for any employee required to remain out of the zone overnight or for more than one (1) night. Such allowance shall be mutually agreed upon between the employer and employee.

5.02 When the Employer transports an employee, as referred to in this Article, arriving at the job at 7:30 a.m. and returning to the limits of the City of Hamilton at 5:00 p.m., provisions of 5.01(b) shall not apply.

When an Employer transfers an employee from one job to another during working hours, such employee shall be paid at the regular rate of pay for all time spent in transit and any transportation charges actually incurred.

## **ARTICLE 6 - WORKING FOREMAN**

6.01 (a) A working foreman shall receive a premium of extra hourly wages equal to ten percent (10%) above the basic labourers' rate.

(b) A Labourer foreman shall be appointed to direct members of the union, where there are more than twenty (20) members of the Labourers' Union working in a shift, for the same employer.

## **ARTICLE 7 - EMPLOYERS' ADMINISTRATION FUND**

7.01 Each Employer bound by the terms of this Agreement shall contribute twenty-six cents (\$0.26) per hour for each hour worked by each employee covered by this Agreement to the "Employers' Fund". Such contributions shall be mailed directly to the Trustees of the Welfare Fund, L.I.U.N.A, Local 837, 44 Hughson Street South, Hamilton, Ontario L8N 2A7, except as otherwise directed by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefit reporting form showing all applicable deductions and/or contributions.

## **ARTICLE 8 - UNION HIRING PROCEDURE**

8.01 The Employer agrees to employ only members of the Union in good standing during the term of this Agreement and will call the Union for its needed supply of men. The Union, upon request, will supply the Employer with two(2) former employees and for additional men thereafter, on the basis of twenty-five percent (25%) ratio of former employees who were employed by the Employers during the past six (6) months prior to the job award.

## **ARTICLE 9 - INCLEMENT WEATHER AND SHOW UP TIME**

9.01 One (1) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site, but work is not available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but within one (1) hour of the normal starting time, employees shall be paid from the actual time work started, plus one (1) hour's reporting time.

9.02 Two (2) hours' pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than inclement weather, provided however the employee remains on the job during the two (2) hours if requested to do so by his foreman.

# ARTICLE 10 – WAGE PACKAGE

10.01 The wage package below is applicable to the following classifications:

General Labourer, Form Worker, Concrete Worker, Jackhammer Operator, Vibrator Operator, Forklift Operator, Pump Operator, Compressor Operator, Truck Driver, Barman, Mixerman, Pumpman, Precast Erector, Equipment Operator and Plasterers Tender.													
Effective Date	Hourly Rate	(10%) Vac. Pay	Hlth. & Wilfr.	Legal Fund	Schol. Fund	Pens.	Train. Fund	Tri-Fund	Occ. Hlth. Fund	Total Pkg.	Admin Fund**	OPDC Dues**	Ind Fund
05/19/19	31.64	3.16	2.25	0.20	0.15	9.00	0.62	0.05	0.05	47.12	3%	0.40	0.26
05/03/20	32.14	3.21	2.30	0.20	0.15	9.30	0.62	0.05	0.05	48.02	3%	0.40	0.26
05/02/21	32.73	3.27	2.35	0.20	0.15	9.60	0.62	0.05	0.05	49.02	3%	0.40	0.26
			+PST 8%										+HST

\*\* Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.

Travel Allowance: \$0.48 per km

Foreman Rate- premium of extra hourly wages equal to at least, ten (10%) percent of the base rate.

Swamper/Forklift operator rate: premium of one dollar (\$1.00) per hour

10.01 (a) Administration Fund: The Employer agrees to deduct from each Employee, as working dues, the amount of 3% of gross wages, excluding vacation pay and remit same to the Union as per Article 4.02 of the Master Portion.

10.02 Redbrick Mason Tenders - shall be paid a premium of ninety-five cents (\$ 0.95) per hour over the base hourly rate.

(a) Refractory Workers - shall receive a premium of forty cents (\$0.40) per hour over the base hourly rate.

(b) - shall be paid a premium of two dollars and eighty cents cents (\$ 2.80) per hour over the base hourly rate.

(c) Forklift Operator/Swamper

When a labourer is employed as a forklift operator or as a swamper he shall be paid an additional Premium of one dollar (\$1.00) per hour for the number of hours worked in such classification.

(d) Apprenticeship

Apprentices shall be paid according to the following:

- seventy percent (70%) of the applicable rate, for the first eight hundred (800) hours worked;
- eighty percent (80%) of the applicable rate, for the next eight hundred (800) hours worked;
- ninety percent (90%) of the applicable rate, for the next eight hundred (800) hours worked.

No benefits shall be remitted for the first two hundred (200) hours.

Progression from each level to the next level (i.e. first 800 hours to the second 800 hours) shall be contingent upon the performance of 800 hours of work and the successful completion of the courses/training required at each level.

Local 837 will determine who the apprentices are and credit may be given to members who have demonstrable experience in related sectors of the construction industry.

Employers may request apprentices from the Local Union office. Local 837 will advise the Employer of the names and hours of apprentice service of any apprentices being referred to ensure proper remuneration.

It is understood that apprentices will be given a training program before being referred to any Employer for work.

The content of the Apprenticeship Training Programme and the courses/training and standards required shall be set by the Local Apprenticeship Committee. Such Committee shall be formed immediately upon ratification of this Agreement.

(e) Labourers' Local 837 and the Employer shall initiate and maintain Apprenticeship Programs for members of Local 837. Apprenticeship Programs must be successfully completed by all Applicants at the Labourers' Local 837 Training Centre and thereafter, they will be accredited with trade status at the end of the applicable Apprenticeship Program.

(f) Enabling

The Local Union, in addition to any language or procedure set forth in the Master Portion of this Agreement, agrees that it shall co-operate with and provide assistant to Employers bound to this Agreement when they face a competitive disadvantage in obtaining work, whether bid or negotiated. Local 837 and the Golden Horseshoe General Contractors Association agree and acknowledge that their joint efforts are required to improve the Employer's ability to compete for work and to employ members of Local 837.

10.03 Local 837, with Sixty (60) days written notice to the Golden Horseshoe General Contractors Association may amend the amount and/or distribution of contributions for pension, welfare, training and deductions for working dues, however, any such adjustment shall not alter the total wage benefit package.

## **ARTICLE 11 - WELFARE AND PENSION**

### 11.01 Welfare

The Employer agrees to contribute for welfare to Local Union 837 Benefit Plan at the rate provided in Article 10.01 of this Schedule for each hour worked by each employee covered by this Agreement. Such contribution shall be paid to the Trustees of the Welfare Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

#### 11.02 Pension

The Employer agrees to contribute for pensions to the Labourers' Pension Fund of Central and Eastern Canada at the rate provided for in Article 10.01 of this Schedule for each hour worked by each employee covered by this Agreement. Such contributions shall be paid to the Trustees of the Pension Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding month.

#### 11.03 Training & Building

The Employer agrees to contribute to the Labourers' Local 837 Training & Building Fund at the rate provided for in Article 10.01 of this Schedule for each hour worked by each employee covered by this Agreement. Such contribution shall be paid to the Trustees of the Training Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

These funds will be used to train and/or retrain new or existing union members for the various works on construction sites. This training includes W.H.M.I.S. training and upgrading.

The parties agree that W.H.M.I.S. training and upgrading will be done by Local 837's Training Centre, as required by members. The parties understand that W.H.M.I.S. training is the responsibility of the Employer and this clause does not transfer said responsibility to the Local Union.

The Union undertakes to hold the Employers harmless against any

and all claims against the Employers making said contributions contained in this Agreement.

11.04 Local 837 with 60 day written notice, to Golden Horseshoe General Contractor Contractors may amend the amount of contributions for Pension, Welfare, training and or deductions for Union Dues, but such adjustment(s) shall not affect the total wage package.

## **ARTICLE 12 - NOTICE OF LAYOFF**

12.01 In the case of layoff, all men will receive one (1) hours' notice in advance. If the Employer fails to give the employee one (1) hours' notice in advance of layoff, then the employee shall be paid an additional hour.

## **ARTICLE 13 - GEOGRAPHIC AREA**

13.01 This Appendix shall be effective within the County of Wentworth, that portion of Halton County west of Hwy. 25 extended in a southerly direction to the QEW, westerly on the QEW up to the dividing line between the Shell Properties and Petro Canada refineries and southerly down such line to Lake Ontario, plus that portion of the County of Haldimand set out west of the south-eastern boundary of the County of Wentworth extended in a straight line to Lake Erie and bounded on the west by the Haldimand County Line.

## **ARTICLE 14 - WORK JURISDICTION**

14.01 The following is recognized by the Employer as the specific, but not all the jurisdictional claims of the Union, subject to Article 8 of the Master Portion.

Tenders, tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of material to be used by the mechanics of other crafts whether such preparation is by hand or any other process. After the material has been

prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic by bucket, hod, wheelbarrow, buggy.

Unloading, handling and distributing of materials, fixtures, finishings and appliances, from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction area. The clean up of all work areas, including trailers and washrooms.

The erection, dismantling and moving of tubular metal scaffolding and the cutting or drilling of holes or openings through concrete floors, ceilings or walls subject to a Local Agreement, if any, with other trades.

The placing of temporary snow and wire fencing and loose barricades.

### Form Removal

Once the re-usable form panels have been released by loosening of the hardware, the removing, cleaning, oiling and carrying to next point of erection of all materials and panels, as well as the stripping of forms which are not to be re-used and of forms on all flat arch work.

## **LOCAL 837 PLASTERERS' APPENDIX**

The conditions in this Appendix apply only to those contractors engaged in the plastering trade which includes such work as the taping of drywall, the application of sprayed asbestos, gypsum or liquid materials for the purpose of fireproofing, and the application of all sprayed, plaster textured materials applied to drywall, block and concrete.

These conditions supersede any conflicting clauses in the Master Agreement or Hamilton Local Union Schedule.

### **ARTICLE 1 - WORK PERIOD AND OVERTIME RATES**

1.01 The maximum number of working hours per day at the regular rate of wages shall be eight (8) except as otherwise provided. The maximum number of working hours per week at the regular rate of wages shall be thirty-six (36). Workday to commence at 8:00 a.m. and finish at 4:30 p.m., except as otherwise provided. The normal workday of Friday will be from 8:00 a.m. to 12:00 noon.

1.02 Work performed after 4:30 p.m. and 12:00 noon Friday, or weekdays and anytime on Saturday, Sunday and all statutory holidays, shall be at the rate of double time (2x). Work in these times shall be done only in the case of emergency, and then only on the receipt of a permit from the Union. Under no circumstances shall members of the Union work on Labour Day.

1.03 Work performed on maintenance and alterations of occupied buildings in other than hours of the regular workday shall be at the rate of nine (9) hours' pay for a seven (7) hour shift. Any job of less than seven hours shall not constitute a shift, and overtime rates shall be paid. A permit from the Executive of the Union shall be required for all shifts and overtime work by the Employer and employee.

1.04 Shift or overtime work on a regular working day shall commence at 6:00 p.m.

## **ARTICLE 2 - WAGE RATES**

2.01 Employees engaged in the plastering trade shall be paid a premium of two dollars (\$2.00) perhour over the base rate shown in the Hamilton Local Union Schedule plus all other contributions and deductions as shown in the Hamilton Local Union Schedule.

## **ARTICLE 3 – GENERAL**

3.01 The Employer shall provide all darbies, featheredges, straightedges, plumb and cornice rods, extension cords and bulbs in sufficient numbers and wherever necessary.

3.02 Mortar boards for browning shall be at least eighteen inches above scaffolds erected on the side of buildings. Four-by-eight sheets of plywood will not be allowed as putty-board.

3.03 Improved plastering tools, methods and materials shall not be discriminated against by members of the Union. Plasterers shall gauge and mix all putty coat.

3.04 The Employer shall provide employees with protection from the dust of terrazzo grinders and noxious fumes.

## **ARTICLE 4 – FOREMEN**

4.01 Whenever more than four plasterers or tapers are employed on one job, a foreman shall be provided. Such men shall receive one dollar and fifty cents (\$1.50) per hour additional pay.

## ARTICLE 5 – HIRING

5.01 For each employee employed by the Employer, one employee must be hired through the Local Union Office. Any member refusing work assigned by the Local shall have his name removed to the bottom of the list and he shall be subject to Union discipline.

## ARTICLE 6 - COMMUTING, TRAVEL, ROOM AND BOARD

6.01 The free zone will be twenty-five (25) miles from the Hamilton City Limits. Employees required to commute outside the free zone will receive the following commuting or board allowance:

### Distance

25-45 miles from City Limits - per day worked	\$ 8.05
45-65 miles from City Limits - per day worked	\$13.80
65-150 miles from City Limits - per day worked	\$26.45
Over 150 miles from City Limited - per day for seven(7) daysa week	\$26.45

6.02 In addition to the commuting allowance above, employees required to use their own vehicles will be paid thirty cents (\$0.30) per mile outside the free zone.

6.03 When an employee is required to board at a location, he shall receive mileage in the amount of thirty cents (\$0.30) per mile outside the free zone, once to and once back from the job, in addition to the board allowance above.

## ARTICLE 7 – APPRENTICES

7.01 Wages shall be calculated as follows according to the journeyman's rate:

1st year	- 50%
2nd year	- 60%
3rd year	- 70%
4th year	- 85%

7.02 On successful completion of the apprenticeship period of four (4) years, the employee shall receive the journeyman's pay then in effect.

# LOCAL UNION SCHEDULE FOR LOCAL 837 - NIAGARA

## ARTICLE 1 - HOURS OF WORK AND OVERTIME

1.01 A normal workweek shall be comprised of forty-two and one-half (42 1/2) hours from Monday up to and including Friday, eight and one-half (8 1/2) hours per day, 8:00 a.m. to 5:30 p.m. Masonry contractors whose normal week shall be forty-four (44) hours from and including Monday up to and including Friday, 7:00 a.m. to 5:00 p.m. All work at hours other than specified to be at overtime rates.

1.02 Overtime rate of one and one-half times (1 1/2x) the regular rate shall be paid for all time worked before 7:00 a.m. and after 5:00 p.m. on any normal workday. This, however, does not apply to shift work.

1.03 Hours worked on a Saturday shall be paid at the rate of time and one-half (1 1/2x). This does not apply to shift work. Double time (2x) shall be paid for all Sunday work, New Year's Day, Good Friday, Victoria Day, August Civic Holiday, Labour Day, Dominion Day, Thanksgiving Day, Christmas Day and Boxing Day, and any Federal declared holiday.

1.04 Lunch time shall be between 11:30 a.m. and 1:00 p.m., except where employees of this Local are required to work on operations whose continuity must be maintained to meet engineering and design requirements. If no lunch time is allowed between the hours set forth above and men are required to work through the lunch time, then they shall be paid one (1) hour in lieu of lunch time and be allowed ten (10) minutes to eat their lunch prior to 2:00 p.m. Where round-the-clock operation is required, then a similar arrangement must be made beforehand between Local 837 and Employer.

1.05 The job steward shall be offered the opportunity to work whenever labourers are required to work overtime.

1.06 Hot Meal

The Employer shall provide, free of charge to each labourer, a hot meal on all shifts lasting more than twelve (12) hours or pay twelve dollars (\$12.00) to each labourer in lieu of a hot meal.

## **ARTICLE 2 - SHIFTS**

2.01 The first shift shall be scheduled to work from 7:00a.m. to 5:00p.m.

2.02 The second shift shall be scheduled to work during the evening before midnight.

2.03 The third shift shall be scheduled to work between midnight and 8:00 a.m.

2.04 When shift work is carried out, the first shift shall work eight and (8) hours and be paid eight (8) hours; the second and the third shifts shall work seven and one-half (7 1/2) hours and be paid eight (8) hours. Any overtime over eight (8) hours for the first shift and seven and one-half (7 1/2) hours for the second and third shifts shall be paid at the rate of one and one-half times (1 1/2x) the regular rate.

2.05 Work in excess of seven and one-half (7 1/2) hours on the second or third shifts from 12:01a.m. Monday to 12:00 p.m. Friday shall be paid for at the rate of time and one-half (1 1/2x) the regular hourly rate. Work performed on the first shift on Saturday shall be paid for at time and one-half (1 1/2x). Work performed on the second and third shifts on Saturday and work performed on all shifts on Sunday, shall be paid for at the rate of double time(2x).

## **ARTICLE 3 - VACATION WITH PAY AND RECOGNIZED HOLIDAYS IN THIS AGREEMENT**

3.01 Each employee covered by this Agreement shall be entitled to vacation and holiday pay at the rate of ten percent (10%).

3.02 Vacation pay includes an amount in lieu of payment of recognized or statutory holidays.

3.03 Vacation pay to be remitted together with the health and welfare remittance monthly to the Labourers' Union, Local 837 Vacation Pay Trust Fund. It is agreed and understood that the Vacation Pay Fund is to be established in accordance with existing Provincial Legislation and be jointly trusted by appointed Union and Employer representatives.

## **ARTICLE 4 - WORKING FOREMAN'S RATE**

4.01 A working foreman shall receive a premium of extra hourly wages equal to at least ten percent (10%) above the basic labourers' rate.

(b) A Labourer foreman shall be appointed to direct members of the union, where there are more than twenty (20) members of the Labourers' Union working in a shift, for the same employer.

## **ARTICLE 5 - INCLEMENT WEATHER AND SHOW-UP TIME**

5.01 One (1) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's shop or job site but work is not available due to the inclement weather, provided the employee remains on the job for one (1) hour after his designated starting time. However, no reporting pay shall be allowed where an employee has been informed not to report for work and such information has been given to him before quitting time on the previous day. When work starts late but

within one (1) hour of the normal starting time, employees shall be paid from the actual time work started plus one (1) hour reporting time.

5.02 Two (2) hour's pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or job site and no work is available due to reasons other than inclement weather, provided however the employee remains on the job during the two (2) hours if requested to do so by his foreman.

5.03 Should any member of the Labourers' Union lose time due to inclement weather during the week, then such time lost due to inclement weather may be made up by working up to one and one-half (1 1/2) hours per day (beyond the regular work hours) at straight time rates. Such make-up time may only be worked during the week and/or the project at which such time was lost and made up on the Monday to Friday of such week. Such make-up time may not be accumulated or compounded.

## **ARTICLE 6 - REFRACTORY RATE**

6.01 The minimum basic refractory rate shall be paid at a premium of no less than forty cents (\$0.40) per hour over the established rate as set out in this Agreement covering wage, deductions and contributions.

## **ARTICLE 7 - WELFARE**

7.01 The Employer agrees to contribute for welfare to the Labourers' Local 837 Benefit Plans, as provided for in Article 10.01. Such contributions shall be paid to the Trustees of the Local 837 Benefit Plans by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

## **ARTICLE 8 - PENSION**

8.01 The Employer agrees to contribute for pensions to the Labourers' Pension Fund of Central and Eastern Canada, as provided for in Article 10.01. Such contribution shall be paid to the Trustees of the Pension Fund by the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contributions shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

8.02 The Union undertakes not to use any monies paid to the Welfare and Pension Funds for the purposes of providing strike benefits to any of the Union members or employees against the Employers signatory to this Agreement.

8.03 A penalty of two percent (2%) of the amount of outstanding contributions shall be paid for each month that such contributions are outstanding. The application of the two percent (2%) penalty will only be applied following the Trustees' Committee approval.

## **ARTICLE 9 - EMPLOYER ADMINISTRATION FUND**

9.01 Each Employer bound by the terms of this Agreement shall contribute twenty-six cents (\$0.26) per hour for each hour worked by each employee covered by this Agreement to the "Employers' Fund". Such contributions shall be mailed directly to the Trustees of the Welfare Fund, L.I.U.N.A, Local 837, 44 Hughson Street South, Hamilton, Ontario L8N 2A7, except as otherwise directed by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefit reporting form showing all applicable deductions and/or contributions.

# ARTICLE 10 - WAGEPACKAGE

10.01

General Labourer, Form Worker, Concrete Worker, Jackhammer Operator, Vibrator Operator, Forklift Operator, Pump Operator, Compressor Operator, Truck Driver, Barman, Mixerman, Pumpman, Precast Erector, Equipment Operator and Plasterers Tender.													
Effective Date	Hourly Rate	(10%) Vac. Pay	Hlth. & Wif r.	Legal Fund	Schol. Fund	Pens.	Train. Fund	Tri-Fund	Occ. Hlth. Fund	Total Pkg.	Admin Fund**	OPDC Dues**	Ind Fund
05/19/19	31.15	3.12	2.25	0.20	0.15	9.00	0.62	0.05	0.05	46.59	3%	0.40	0.26
05/03/20	31.66	3.16	2.30	0.20	0.15	9.30	0.62	0.05	0.05	47.49	3%	0.40	0.26
05/02/21	32.25	3.22	2.35	0.20	0.15	9.60	0.62	0.05	0.05	48.49	3%	0.40	0.26
			+PST 8%										+HST

\*\* Note: Administration Fund/Working Dues plus OPDC are deductions from the employees.

Travel Allowance: \$0.48 per km

Foreman Rate- premium of extra hourly wage equal to at least ten (10%) percent of the base rate.

Swamper/Forklift operator rate: premium of one dollar (\$1.00) per hour

(a) Redbrick Mason Tenders - shall be paid a premium of ninety- five cents (\$ 0.95) per hour over the base hourly rate.

(b) Refractory Workers - shall receive a premium of forty cents (\$0.40) per hour over the base hourly rate.

(c) Cement Finishing Rate - Qualified cement finishers shall be paid a minimum of two dollars and ninety cents (\$2.90) per hour over the common labourers' rate while performing cement finishing effective June 24, 2007. Effective May 1, 2008, this amount shall increase to two dollars and eighty cents (\$2.80) per hour over the common labourers' rate. Those cement finishers now receiving a higher rate than the common labourers shall have their present differential in rate maintained.

(d) Forklift Operator/Swamper - When a labourer is employed as a forklift operator or as a swamper he shall be paid an additional Premium of One Dollar (\$1.00) per hour for the number of hours worked in such classification.

10.01 a) Administration Fund/: The Employer agrees to deduct from Each Employee, as working dues, the amount of 3% of gross wages, excluding vacation pay and remit same to the Union as per Article 4.02 of the Master Portion.

10.02 Local 837, with sixty (60) days written notice to the Golden Horseshoe General Contractors Association may amend the amount and/or distribution of contributions for pension, welfare, training and deductions for working dues, however, any such adjustment shall not alter the total wage benefit package.

## **ARTICLE 11 - TRAINING & BUILDING**

11.01 The Employer agrees to contribute to the Labourers' Local 837 Training & Building Fund, as provided in Article 10. Such contributions shall be paid to the Trustees of the Training Fund by the sixteenth (16th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund.

Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

These funds will be used to train and/or retrain new or existing union members for the various work on construction sites. This training includes W.H.M.I.S. training and upgrading.

The parties agree that W.H.M.I.S. training and upgrading will be done by Local 837's Training Centre as required by members. The parties understand that W.H.M.I.S. training is the responsibility of the Employer and this clause does not transfer said responsibility to the Local Union.

The Union undertakes to hold the Employers harmless against any and all claims against the Employer making said contributions contained in this Agreement.

## **ARTICLE 12 - GEOGRAPHIC AREA**

12.01 This Appendix shall be effective within the geographic area of the Counties of Lincoln, Welland and that portion of Haldimand County set out east of the south eastern boundary of Wentworth County extended in a straight line to Lake Erie.

## **ARTICLE 13 - APPRENTICES**

13.01 Apprentices shall be paid according to the following:

- seventy percent (70%) of the applicable rate, for the first eight hundred (800) hours worked;
- eighty percent (80%) of the applicable rate, for the next eight hundred (800) hours worked;
- ninety percent (90%) of the applicable rate, for the next eight hundred (800) hours worked.

No benefits shall be remitted for the first two hundred (200) hours. Progression from each level to the next level (i.e. first 800 hours to the second 800 hours) shall be contingent upon the performance of 800 hours of work

and the successful completion of the courses/training required at each level.

Local 837 will determine who the apprentices are and credit may be given to members who have demonstrable experience in related sectors of the construction industry.

Employers may request apprentices from the Local Union office. Local 837 will advise the Employer of the names and hours of apprentice service of any apprentices being referred to ensure proper remuneration.

It is understood that apprentices will be given a training program before being referred to any Employer for work.

The content of the Apprenticeship Training Programme and the courses/training and standards required shall be set by the Local Apprenticeship Committee. Such Committee shall be formed immediately upon ratification of this Agreement.

Labourers' Local 837 and the Employer shall initiate and maintain Apprenticeship Programs for members of Local 837. Apprenticeship Programs must be successfully completed by all Applicants at the Labourers' Local 837 Training Centre and thereafter, they will be accredited with trade status at the end of the applicable Apprenticeship Program.

### Enabling

The Local Union, in addition to any language or procedure set forth in the Master Portion of this Agreement, agrees that it shall co-operate with and provide assistance to Employers bound to this Agreement when they face a competitive disadvantage in obtaining work, whether bid or negotiated. Local 837 and the Golden Horseshoe General Contractors Association agree and acknowledge that their joint efforts are required to improve the Employer's ability to compete for work and to employ members of Local 837.

## ARTICLE 14 - AREA WORK JURISDICTION

14.01 The following is recognized by the Employer as the specific, but not all the jurisdictional claims of the Union, subject to Article 8 of the Master Portion.

Tenders, tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic by bucket, hod, wheelbarrow or buggy.

Unloading, handling and distributing of materials, fixtures, finishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by salamander heat.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material and cleaning of all debris in building and construction area. The clean up of all work areas, including trailers and washrooms.

The erection, dismantling and moving of tubular metal scaffolding and the cutting or drilling of holes or openings through concrete floors, ceilings or walls subject to a Local Agreement, if any, with other trades.

The placing of temporary snow and wire fencing and loose barricades.

### Form Removal

Once the re-usable form panels have been released by loosening of the hardware, the removing, cleaning, oiling and carrying to next point of erection of all materials and panels as well as the stripping of forms which are not to be re-used and of forms on all flat arch work.

## ARTICLE 15 - TRAVELLING EXPENSES

15.01 (a) An area encompassed by a circle with a radius of thirty-five kilometres (35 km), having its centre in Allanburgh, Ontario, shall be classed

as a free zone. Travelling time and transportation would not be payable for work performed within this zone.

(b) For any travelling to and from work done by an employee, whether in the free zone or in zone where payment is made, the Employers shall so arrange that the employee is covered by the terms of the Workers' Compensation Act.

(c) Where employees by specific arrangement with the Employer are requested to use their vehicles for transportation, they shall receive forty-eight cents (\$0.48) effective May 1, 2019 per kilometre, from shop to job, job to job and job to shop.

(d) When employees are required to report to a different job on the following day, they shall be notified before quitting time, otherwise the Employer will arrange to obtain the employees' tools and provide transportation to the new job site.

## **ARTICLE 16 - UNION HIRING PROCEDURE**

The employer agrees to employ members of the union in good standing during the term of this agreement and will call the union for its needed supply of men. The union upon request, will supply the employer with two (2) former employees, and for additional men thereafter, on the basis of twenty-five percent (25%) ratio of former employees who were employed by the employers, during the past six (6) months prior to the job award.

## **ARTICLE 17 - TRANSPORTATION AND TRANSFER OF EMPLOYEES**

17.01 The Employer, when requiring an employee to travel to a job beyond the zone to which this Agreement applies, shall:

(a) Pay such employee the wage rates set forth in this Agreement, and;

(b) Provide allowance for room and board for any employee required to remain out of the zone overnight or for more than one (1) night. Such allowance shall be mutually agreed upon between the employer and employee.



# **LOCAL UNION SCHEDULE FOR LOCAL 837 – BOARD AREA 4 – COUNTY OF NORFOLK AND BRANT AND BOARD AREA 6 – COUNTY OF WATERLOO**

## **ARTICLE 1 - HOURS OF WORK**

1.01 The regular working hours for employees covered by this Agreement shall be eight and one-half (8 1/2) hours per day and forty- two and one-half (42 1/2) hours per week, to be worked between the hours of 7:30 a.m. and 5:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday. Employees will be allowed a lunch period of one half hour (1/2) to one (1) hour, depending on the individual project practice.

## **ARTICLE 2 - OVERTIME**

2.01 The rate of time worked in excess of the regular working days of the week shall be at time and one-half (1 1/2x) for the first two (2) hours of overtime and at the rate of double time (2x) over and above the two (2) hours worked. Saturdays, Sundays and holidays shall be at double time (2x) rates.

2.02 For industrial maintenance construction work carried out on Saturdays, the first eight (8) hours shall be at time and one-half (1 1/2x). Any additional hours shall be at double time (2x). For purposes of this clause, maintenance construction shall consist of repair work, alterations and changes within existing industrial facilities.

## **ARTICLE 3 - SHIFT WORK**

3.01 The regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift periods will commence at 12:01 a.m. Monday morning and the final shift period of the week must be complete no later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight (8) hour period.

3.02 Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two shifts will be paid at the rate of one and one-eighth times (1 1/8x) the regular hourly rate of pay.

3.03 All shift work between the hours of 12:01 a.m. Saturday morning and 11:59 p.m. Sunday evening shall be paid for at double (2x) the regular hourly rate of pay.

3.04 No employee shall be permitted to work more than one shift in any twenty-four (24) hour period unless the overtime rate of pay is paid. The termination of any shift schedule shall always be no later than 11:59 p.m.

## **ARTICLE 4 - VACATION PAY**

4.01 Vacation pay and recognized holiday allowance will be paid at the rate of ten (10%) percent of gross earnings. It being understood that six (6%) percent shall be designated as vacation pay and four (4%) percent in lieu of recognized holiday pay.

4.02 Vacation pay and Statutory Holiday pay to be paid weekly.

## **ARTICLE 5 - TRAVEL AND TRANSFER DURING WORKING HOURS**

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 Any employee covered by this Agreement who drives a company vehicle, shall be paid transportation time both ways.

5.03 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at one hundred twenty five dollars (\$125.00) per day that he reports for work.

5.04 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.03.

5.05 Travelling expenses shall be paid to all employees who are required to report for work outside of the free zones described below at the rate of forty-eight cents (\$0.48) per kilometre effective May 1, 2019 from the edge of the free zone to the job site and return.

Zone One, a sixty kilometre radius from City Hall in Cambridge  
Zone Two, a sixty kilometer radius from the Town Hall in Flesherton Refer to map to be attached which shall replace the zone chart

5.06 When an employee is transferred at the request of the Employer during working hours and provided his own transportation he/she shall be paid his/her regular rates of pay while travelling from job to job, plus transportation costs forty-eight (\$0.48) cents per kilometre effective May 1, 2019. The travel allowance will also apply when reporting allowance under paragraphs 7.01 and 7.02.

## **ARTICLE 6 - IRREGULAR WORKING HOURS**

6.01 The normal project starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the project to do so and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

6.02 Any work performed under these conditions, outside of the regular working hours of 7:30a.m. to 5:00p.m., shall be paid for at one and one - eighth times (1 1/8x) the regular rate of pay, save and except when overtime rates apply.

## **ARTICLE 7 - EMPLOYMENT AND REPORTING ALLOWANCE**

7.01 Any member of the Union being sent to a job by the Business Representative at the request of any Employer or his representative and within a specified time limit, shall be guaranteed a minimum of two (2) hours pay provided that the Employer or his representative has been given a list of names of the employees the Business Representative proposed to send.

7.02 Any employee reporting for work at 8:00 a.m. or any other time when so instructed and who cannot or is not permitted to work by reason of shortage of materials, shall be guaranteed two (2) hours pay, whether he starts work at a later hour being of no consequence, providing he remains on the job for two (2) hours' duration. The requirements of this provision, shall not apply to any employee who was instructed the previous day not to report to work.

7.03 Any employee reporting for work at 8:00 a.m. or any other time, and who cannot work due to inclement weather, shall be guaranteed two (2) hours' pay, whether he starts work at a later hour being of no consequence, provided he remains on the jobs for two (2) hours duration. The requirements of this provision shall not apply to any employee who was instructed the previous day not to report for work.

7.04 In case of lay-off, all men/women will receive two hour's notice in advance or pay in lieu of notice.

## **ARTICLE 8 - WELFARE**

8.01 The Employer agrees to contribute the amount of welfare as defined in Article 12 to the joint and equally trusted Labourers' Multi- Local Welfare Trust Fund of Ontario, or Labourers' Local 837 Welfare

Trust Fund, for each hour worked by the employees of the Employer covered by this Agreement as mutually agreed by both parties.

## **ARTICLE 9 - PENSION**

9.01 The Employer agrees to contribute the amount of pension as defined in Article 12 to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement.

## **ARTICLE 10 - WORKING DUES**

10.01 The employees hereby agree that each Employer shall deduct from each employee the amount of working dues as defined in Article 12 per hour for each hour worked. Effective 2019, Forty cents (\$0.40) per hour of said amount is for Ontario Provincial District Council Working Dues to be remitted as provided for in Article 4.02 of the Master Portion. Such deductions shall be compiled monthly and remitted no later than the fifteenth (15th) day of each month following the month for which deductions were made and forwarded to Local 837.

10.02 Administration Fund:

The Employer agrees to deduct from each Employee, as working dues, the amount of 3% of gross wages, excluding vacation pay and remit same to the Union as per Article 4.02 of the Master Portion.

## **ARTICLE 11 – EMPLOYER’S ADMINISTRATION FUND**

11.01 Each Employer bound by the terms of this agreement shall contribute twenty-six (\$0.26) per hour for each hour worked by each employee covered by this Agreement to the “Employers’ Fund”. Such contributions shall be mailed directly to the Trustees of the Welfare Fund, L.I.U.N.A. Local 837, 44 Hughson Street South, Hamilton, Ontario L8N 2A7, except as otherwise directed by the fifteenth (15th) day of the month following the month in which such contributions were made, together with a supporting statement on one standard benefit reporting form showing all applicable deductions and or contributions

# ARTICLE 12 - WAGES

## 12.01 Waterloo, Brant and Norfolk

<b>Labourer</b>										
Effective Date	Hourly Rate	10% Vac. Pay	Hlth. & Wlfr.	Pens.	Train. Fund	Tri-Fund	Total Pkg.	WD Ded.	OPDC Dues	Ind. Fund
05/19/19	30.77	3.08	3.25	6.75	0.25	0.05	44.15	3%	0.40	0.26
05/03/20	31.36	3.14	3.25	7.00	0.25	0.05	45.05	3%	0.40	0.26
05/02/21	31.82	3.18	3.25	7.50	0.25	0.05	46.05	3%	0.40	0.26
<b>Signal Person, Swamper, Concrete Vibrator Person/ Forklift-Zoom Boom Operator</b>										
05/19/19	31.52	3.15	3.25	6.75	0.25	0.05	44.97	3%	0.40	0.26
05/03/20	32.11	3.21	3.25	7.00	0.25	0.05	45.87	3%	0.40	0.26
05/02/21	32.56	3.26	3.25	7.50	0.25	0.05	46.87	3%	0.40	0.26
<b>Mason Tender 1</b>										
05/19/19	31.96	3.20	3.25	6.75	0.25	0.05	45.46	3%	0.40	0.55
05/03/20	32.55	3.26	3.25	7.00	0.25	0.05	46.36	3%	0.40	0.55
05/02/21	33.01	3.30	3.25	7.50	0.25	0.05	47.36	3%	0.40	0.55
<b>Mason Tender 2, Mixer Operator, Lead Scaffold Erector, Brick Expeditor, Forklift Operator</b>										
05/19/19	32.46	3.25	3.25	6.75	0.25	0.05	46.01	3%	0.40	0.55
05/03/20	33.05	3.31	3.25	7.00	0.25	0.05	46.91	3%	0.40	0.55
05/02/21	33.51	3.35	3.25	7.50	0.25	0.05	47.91	3%	0.40	0.55
<b>Cement Finisher</b>										
05/19/19	32.52	3.25	3.25	6.75	0.25	0.05	46.07	3%	0.40	0.26
05/03/20	33.11	3.31	3.25	7.00	0.25	0.05	46.97	3%	0.40	0.26
05/02/21	33.56	3.36	3.25	7.50	0.25	0.05	47.97	3%	0.40	0.26
<b>Foreman</b>										
05/19/19	32.76	3.28	3.25	6.75	0.25	0.05	46.34	3%	0.40	0.26
05/03/20	33.35	3.34	3.25	7.00	0.25	0.05	47.24	3%	0.40	0.26
05/02/21	33.81	3.38	3.25	7.50	0.25	0.05	48.24	3%	0.40	0.26

Apprentices - 60% of journeyman's rate for the first 600 hours  
 80% of journeyman's rate from 600 to 1200 hours

## **ARTICLE 13 - STUDENTS/ APPRENTICES**

13.01 The Employer shall have the right to one (1) apprentice for every ten (10) labourers from Local 837. Apprentices shall as a condition of employment, make application to the Union within five (5) days, and become a member of the Union within thirty (30) days from the commencement of employment. On any succeeding period of employment, the apprentice shall be required to pay a readmission fee plus monthly dues.

## **ARTICLE 14 - RECALL**

14.01 Under the provisions of Article 3.01 of the Master Portion, the Employer when adding to his work force shall have the prerogative of first recalling any unemployed member in good standing with Local 837, as long as the member has worked for ten (10) consecutive days previous to being recalled.

The member has to have been in his/her employ during the twelve (12) months of the date of rehire, and such employees shall retain a referral slip from the Union within two (2) working days of the date of rehire.

14.02 Members of other Local Unions, who have transferred into Local 837, will not be eligible for recall unless the member has transferred into Local 837 at least twelve (12) months prior to the date of recall. Members that transfer out of Local 837 with a company and back will have the right to be recalled within twelve (12) months of his return to membership in Local 837.

## **ARTICLE 15 - TRAINING**

15.01 The Employer agrees to contribute the amount of twenty-five cents (\$0.25) per hour for each hour worked, as defined in the Monetary Wage Schedule, payable to L.I.U.N.A, Local 837 Training Trust Fund. Such deductions shall be compiled monthly and remitted no later than the fifteenth (15th) day of each month following the month for which the deductions were made and forwarded to Local 837.

## **ARTICLE 16 - FOREMAN**

16.01 Any labourer/cement finisher, who is designated by the Employer as a working foreman, shall be paid a differential not less than two dollars (\$3.00) per hour.

## **ARTICLE 17 - UNION REPRESENTATION LEAVE OF ABSENCE**

17.01 Officers of the Union or the Council shall be granted leave of absence when required for Union or Council business, providing that one (1) weeks' notice is given to the Employer.

## **ARTICLE 18 - MAKE UP TIME**

Where time is lost on a project due to weather conditions it may be made up at straight time for up to two (2) hours following the regular work day Monday to Friday and for the first four (4) hours on Saturday in the week in which the time was lost.

All such makeup time shall be on a voluntary basis.

## **ARTICLE 19 – AMENDMENT OF CONTRIBUTION AMOUNTS**

Local 837, with sixty (60) days written notice to the Golden Horseshoe General Contractors' Association ("GHGCA") may amend the amount and/or distribution of contributions for pension, welfare, training and deductions for working dues, however, any such adjustment shall not alter the total wage benefit package.

## **ARTICLE 20 – ADMINISTRATION**

20.01 The Employer shall have full mobility for its current employees and for any employees entitled to recall rights, as prescribed in Article 14 throughout the counties of Waterloo, Wellington, Dufferin, Grey, Norfolk, and Brant, recognized as Ontario Labour Relations Board Areas 4,6,7,27 and 28 for all employees under this Schedule (formerly Local 1081).

20.02 When an Employer requires additional employees, it shall contact the responsible local union for any new hires under this Schedule.

20.03 The Union, including the Parties to this Collective Agreement, recognize the Golden Horseshoe General Contractors' Association ("GHGCA") as the exclusive administrative party of this Collective Agreement and in specific, this Schedule.

20.04 The Employer agrees to send all remittances to Local 837, in accordance with this Schedule.

20.05 There shall be a single total wage package for all work performed in the counties of Waterloo, Wellington, Dufferin, Grey, Norfolk, and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27, and 28 (formerly Local 1081).



# **LOCAL UNION SCHEDULE FOR LOCAL 1036 - SAULT STE. MARIE**

## **ARTICLE 1 - HOURS OF WORK**

1.01 The regular hours of work for all employees shall be forty (40) hours per week, eight (8) hours per day, Monday to Friday inclusive, to be worked between the hours of 8:00 a.m. and 4:30 p.m.

1.02 The above-mentioned starting and quitting times may be varied by mutual consent of the Employer and the Union Business Manager.

## **ARTICLE 2 - OVERTIME**

2.01 All time worked outside of the above-mentioned regular hours of work, as defined in Article 1.01, will be paid for at twice the employee's regular rate of pay.

2.02 In the event of overtime to be worked, then a work break of ten (10) minutes will be provided at the start of such overtime with no loss of pay to the employee for such a break, and every two (2) hours thereafter.

## **ARTICLE 3 - SHOW-UP TIME**

3.01 Employees reporting for work and who are unable to start through no fault of their own, such as inclement weather, shortage of materials, etc., shall receive two (2) hours' pay plus travel allowance where applicable, unless he has otherwise been notified one (1) hour before starting time not to report to work, provided they agree to remain at work for two (2) hours if requested to do so.

## **ARTICLE 4 - SHIFT WORK**

4.01 When an employee is required to work on any shift other than the hours set out in Article 1.01, he shall be paid a shift premium of three dollars (\$3.00) per hour in excess of his regular rate. However, at no time shall the second shift overlap the present day shift by more than four (4) hours.

4.02 After eight (8) hours in any shift, or after the fifth shift in any week, the employee shall be paid double (2x) the straight time rate of pay. The provisions of this article shall not apply to refractory work.

4.03 When an employee covered by this Agreement is required to work more than ten (10) hours, a lunch or hot meal shall be provided for him by the Employer. It is also agreed that if such lunch is not provided, he shall be entitled to one(1) hour's pay at straight time.

## **ARTICLE 5 - VACATION AND STATUTORY HOLIDAY PAY**

5.01 Vacation and statutory holiday pay for all employees covered by this Agreement shall be paid at the rate of ten percent (10%) of gross wages earned, as per government regulations.

5.02 Vacation and statutory holiday pay shall be paid weekly with wages.

## **ARTICLE 6 - RECALL**

6.01 The Employer shall have the prerogative, when adding to his work force, to first rehire any employees who are unemployed and have been in his employ during the preceding eighteen (18) months, provided that they are in good standing with the Union. Such employees shall obtain a referral slip prior to commencing employment.

6.02 The parties agree that after the fourth (4th) employee recalled under Article 6.01, the Union shall have the right to include one (1) employee of its choice who may be designated as Steward for the project.

## **ARTICLE 7 - SUPERVISION**

7.01 Employees covered by this Agreement shall not be required to take directions or instructions in reference to the work they are doing or that is to be performed other than from their working foreman or labour foreman or general foreman who shall be a member of the Labourers' International Union of North America, the Employer, or his designated representative.

7.02 It is further agreed that those employees covered by this Agreement, who are assigned to assist or tender to other tradesmen, shall carry out those instructions from those tradesmen.

7.03 When a working foreman or labour foreman or a general foreman is appointed by the Employer, he shall receive a minimum of two dollars (\$2.00), two dollars and fifty cents (\$2.50) and three dollars (\$3.00) respectively, over the rate of the majority of the highest paid employees he is supervising.

7.04 When eight (8) labourers are employed on a project, the Employer shall appoint a working foreman

For the refractory work the Employer shall appoint a working foreman when five (5) labourers are employed.

When the number of labourers employed on a project reaches fifteen (15), a labour foreman shall be appointed by the Employer.

When the number of labourers employed on a project exceeds twenty (20), a general foreman shall be appointed by the Employer.

## **ARTICLE 8 - TIME CLOCKS, CHECK-IN**

8.01 If time clocks or check-in systems are required on a particular project, they will be established and maintained in good order by the Employer.

## **ARTICLE 9 - TRANSPORTATION, ROOM AND BOARD**

9.01 There shall be a free zone extending to a radius of thirty-two (32) kilometres from the Sault Ste. Marie Service Canada Post Office, located at 451 Queen St. E, Sault Ste. Marie, ON.

9.02 On projects located outside of the free zones, the Employer may request the Union to refer any unemployed members in good standing registered on the out of work list, who resides within a radius of thirty-two (32) kilometres of the project. Any member referred under this clause will not be entitled to receive travelling allowance. Such a request shall not be unreasonably denied.

9.03 When an employee is required to travel beyond the free zone noted in Article 9.01, he shall receive a travelling allowance at the rate of fifty- four (\$0.54) cents per km on May 1, 2016 through the duration of this agreement, each way in lieu of travelling time. In the event that the employer does not arrange suitable transportation and the employee is requested to take his own vehicle, the employee providing the vehicle will receive an additional fifty-four (\$0.54) cents per km on May 1, 2016 through the duration of this agreement. The number of kilometers in question will be based on the distance from the boundary of the free zone, to the jobsite. The employee should be at the jobsite at starting time and work his scheduled shift.

9.04 (a) Accommodations on out of town projects shall be supplied by the Employer at the Employer's expense and shall be clean adequate and acceptable to the Union. The Employer further agrees to pay board allowance of fifty-six dollars (\$56.00) effective on ratification through the duration of this agreement per day worked when supplying accommodation. When the Employer supplies such accommodation, employees shall be required to make use of them and shall not have the option of choosing room and board allowance.

(b) When accommodations are not supplied by the employer room and board allowance of ninety (\$90.00) dollars effective on ratification through the duration of this agreement, shall be paid to each employee

worked beyond an eighty (80) kilometer radius and within a one hundred and sixty (160) kilometer radius of the above mentioned Sault Ste. Marie Service Canada Post Office. If work is performed on Saturday and/or Sunday, each employee shall be paid for these days.

9.05 When working beyond the one hundred and sixty (160) kilometer radius from the Sault Ste. Marie Service Canada Post Office, the employee shall receive the applicable board allowance on the basis of seven (7) days per week.

9.06 If the Employer chooses to pay room and board, he shall also pay the travel allowance as set out in Article 9.03 to enable the employee to reach the job site and shall also pay his way home at the aforesaid rate when the job has been completed. Where a member is continuously employed on a project lasting more than 2 months, the above allowance shall also be paid following each 60 day period of employment. If the employee quits without good reason, the travel allowance will not be paid.

9.07 The employer agrees to provide where applicable a Canada Revenue Agency Form T2200 "Declaration of Conditions of Employment" upon request of an employee.

## ARTICLE 10 - CLASSIFICATIONS

10.01 **Group "A"** - Scaffold erector, signalman, form stripper, carpenter helper, conveyor belt operator, truck driver, and all general labour not covered in Groups B, C or D, shall be paid the hourly rate as indicated below.

**Group "B"** - The regular wage for bricklayer and plasterer labourers shall be forty-five cents (\$0.45) per hour above the minimum hourly rate indicated below. Forklift operator as per present practice in the jurisdictional area of Local 1036.

**Group "C"** - The regular rate of wages for grouters, drillers, wagon drillers, jackhammer men, gas or electric tool operators, mixer operators, small pump operators 4" discharge and under, small compressor operators, vibrator operator, mortar men, and chippers, as well as labourers required to

work inside of any tank, vessels, towers, drums, exchangers, boilers, coolers, heaters and coke ovens, shall be forty-five (\$0.45) cents per hour above the minimum hourly rates indicated below.

**Group "D"** - The regular wage for cement finishers, heaterman, precast erectors and welders, powdermen and blasters and labourers performing work related to hazardous material clean up and restoration, shall be fifty-five cents (\$0.55) per hour above the minimum hourly rate as indicated below.

**Group "E"** – Refractory brick expeditors shall be paid a minimum of one dollar and fifty (\$1.50) cents above the minimum hourly rate listed below.

10.02 If an employee is performing work covered by the above classifications he shall be paid the higher rate of pay for actual hours worked in that higher rate.

10.03 Refractory Premium: A premium of fifteen cents (\$0.15) per hour over the regular wage for bricklayer labourers shall be paid for refractory work. Employees working where the temperature of the immediate working area is thirty-eight (38) degrees celsius or greater, shall be paid a premium of fifty cents (\$0.50) per hour above the established rate of pay. If any employee is entitled to this premium, he shall be paid the premium for the entire shift. It is agreed that no employee shall be required to work in an area where the temperature exceeds one hundred and fifty (150) degrees Fahrenheit or sixty-five (65) degrees celsius.

# ARTICLE 11 - RATES OF WAGES

11.01

LOCAL 1036												
EFFECTIVE DATE	HOURLY	VAC. PAY	H & W	DENOVA FUND	PENS.	TRAIN	TRI-FUND	TOTAL PKG.	WD DED	DENOVA FUND EMPLOYER	OPDC DUES	IND. FUND
<b>GROUP A:</b>												
05/19/2019	28.53	2.853	3.15	0.02	8.45	0.2	0.05	43.253	1.1	0.02	0.4	0.31
05/03/2020	28.89	2.889	3.25	0.02	8.75	0.25	0.05	44.099	1.1	0.02	0.4	0.31
05/02/2021	29.35	2.925	3.35	0.02	8.95	0.45	0.05	45.095	1.1	0.02	0.4	0.31
<b>GROUP B:</b>												
05/19/2019	28.77	2.877	3.15	0.02	8.45	0.2	0.05	43.517	1.1	0.02	0.4	0.35
05/03/2020	29.14	2.914	3.25	0.02	8.75	0.25	0.05	44.374	1.1	0.02	0.4	0.35
05/02/2021	29.59	2.959	3.35	0.02	8.95	0.45	0.05	45.369	1.1	0.02	0.4	0.35
<b>GROUP C:</b>												
05/19/2019	28.87	2.887	3.15	0.02	8.45	0.2	0.05	43.627	1.1	0.02	0.4	0.35
05/03/2020	29.24	2.924	3.25	0.02	8.75	0.25	0.05	44.484	1.1	0.02	0.4	0.35
05/02/2021	29.69	2.969	3.35	0.02	8.95	0.45	0.05	45.479	1.1	0.02	0.4	0.35

## **ARTICLE 12 - GENERAL CONTRACTORS EMPLOYING MASONS AND PLASTERERS**

12.01 The following hours shall apply to masonry and plasterer tenders only: the regular workweek shall consist of forty-two and one-half (42 1/2) hours made up of eight and one-half (8 1/2) hours per day, Monday to Friday.

12.02 All employees covered by this Agreement shall be allowed ten (10) minutes wash up time prior to the end of the shift when working with refractory masons who enjoy such benefits.

## **ARTICLE 13 - WELFARE CONTRIBUTION AND DESCRIPTION OF REMITTANCE**

13.01 The Employer agrees to contribute the amount outlined in Article 11.01 for every hour worked by each employee. Such contributions shall be paid and mailed to the Trustees of Labourers' Multi-Local Benefit Trust Fund, as provided in the Master Portion - Schedule 'D', by the fifteenth (15th) day of the month following the month in which the hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

13.02 The Employer agrees to contribute to the Labourers' Multi- Local Legal Trust. The parties acknowledge that these contributions are made to the Labourers' Multi-Local Benefit Trust which administers the contributions to the Labourers' Multi-Local Group Legal Trust and are included in the amount outlined in Article 11.01 as Health and Welfare.

13.03 The employer and the Union agree that effective May 1, 2013, an employer contribution of two (\$0.02) cents per hour worked by each employee, as well as an employee deduction of two (\$0.02) cents per hour worked by each employee will be combined and forwarded as outlined in

Article 13.01, and that such amounts will be forwarded by the Trustees to the DeNovo Treatment Centre.

## **ARTICLE 14 - PENSION**

14.01 The Employer agrees to contribute to the Labourers' Pension Fund of Central and Eastern Canada, the amount outlined in Article 11.01 for each hour worked by the employees of the Employer covered by this Agreement. Such contributions shall be made on or before the fifteenth (15th) day of the month following the month such hours were worked and shall be accompanied by a remittance report form for each employee on a form prescribed by the Trustees of the Fund. Each monthly report and contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last day of the preceding calendar month.

## **ARTICLE 15 - LABOURERS' UNION WORKING DUES**

15.01 The employees hereby agree that each Employer shall deduct an amount of one dollar and forty-five (\$1.45) cents per hour for each hour worked to be allocated one dollar and ten (\$1.10) cents to the Labourers' International Union, Local 1036. and thirty-five cents (\$0.35) to District Council Working Dues. Such deductions shall be compiled monthly and Local Union Working Dues shall be made payable to and mailed to the Labourers' International Union of North America, Local 1036, not later than the fifteenth (15th) day of the month following the month for which deductions were made, for deposit to "Labourers' Union Working Dues".

## **ARTICLE 16 - NOTICE OF LAYOFF**

16.01 In the case of layoff, all employees shall receive one (1) hours' notice in advance with pay, and he will be permitted to leave the job immediately after the one hour's notice is given. However, under no circumstances shall any employee covered by this Agreement be laid off during the first half of any shift.

## **ARTICLE 17 - GEOGRAPHICAL JURISDICTION**

17.01 The District of Algoma

## **ARTICLE 18 - EMPLOYER'S ADMINISTRATION FUND**

18.01 Each Employer bound by this Agreement shall contribute thirty-five cents (\$0.35) per hour for each hour worked by each employee covered by this Agreement as required by Article 4.04 of the Master Portion. This amount shall be remitted with welfare contributions as per Article 13.

## **ARTICLE 19 - TRAINING FUND**

19.01 The Training Fund shall be known as L.I.U.N.A, Participating Locals Training and Rehabilitation Fund.

The Employer shall pay an amount of twenty cents (\$0.20) per hour for each hour worked by each employee covered by the Agreement into the Training Fund.

19.02 Five cents (\$0.05) of the aforementioned amount shall be forwarded to the Canadian Labourers' Tri-Fund.

19.03 These monies shall be remitted in accordance with this Agreement on the fifteenth (15th) day of the month such hours were worked, and shall be forwarded with pension contributions.

19.04 (a) The union agrees that, upon request from a contractor bound to the terms of this agreement, that it shall dispatch from the hall, or otherwise provide to the contractor, only those members who are fully trained by the local in those aspects of Health and Safety and those aspects of training as agreed to from time to time by the local union and employers association.

(b) The local union agrees that, upon request, it shall provide in writing, evidence satisfactory to the Contractor that the training has occurred and that all dispatched members have received such training as referred to in 19.04 (a) above.

## **ARTICLE 20 - LOCAL SCHEDULE AND/OR TRADE APPENDIX AMENDMENT**

20.01 The parties agree that upon review and mutual agreement, a project attracting bidders not bound to this Collective Agreement and having a value often million dollars (\$10,000,000.00) or less , shall have a base wage rate of eighty-five percent (85%) of the current I.C.I. wage rate in effect. In addition, the maximum regular weekly hours of work on such projects shall be forty-five, with a daily maximum of nine (9) hours. Any work performed on Saturday shall be optional. All other terms and conditions of the Collective Agreement shall remain as currently held in the Agreement.

20.02 Article 20.01 shall apply to Individual Industrial Projects of any value upon written application by the Local Association and written agreement by the Local Union on a project-by-project basis.



# LOCAL UNION SCHEDULE FOR LOCAL 1059 – LONDON

## ARTICLE 1 - INCLEMENT WEATHER AND SHOW-UP TIME

1.01 Where an employee reports at the beginning of a shift to shop or jobsite located within sixteen (16) kilometres from City Hall, London, but is unable to commence work because weather conditions are unsuitable, one (1) hours' pay shall be allowed by the Employer. On projects over sixteen (16) kilometres from City Hall, London, two (2) hours pay shall be allowed, in both instances shift differential if on shift work will be paid, plus travel allowance where applicable to the employee, provided the employee remains on the job site for one (1), or where applicable two (2) hours after his designated starting time, unless instructed by his immediate supervisor to leave. Mileage will be measured by the most direct and practical route.

1.02 When an employee is called into work outside of his normal hours of work, he shall receive a minimum of two (2) hours work paid at the appropriate premium rate plus travel allowance where applicable.

1.03 Four (4) hours pay shall be allowed by the Employer when an employee covered by this Agreement reports for work at the Employer's yard or jobsite and no work is available due to reasons other than the inclement weather, provided however the employee remains on the job during the four (4) hours if requested to do so by his foreman. In the event of the job being rained out or stoppage by inclement weather or other causes, the employees will be paid to the next one-half (1/2) hour.

1.04 By mutual consent of the Local Union and the affected Employer, should inclement weather cause employees on a project to lose eight (8) hours or more during a Monday to Friday regular work week, then Saturday may be worked as make-up time, at straight time rates. Employees working on Saturday shall not work in excess of the regular work week hours on a

Monday to Saturday basis. If the employee works over the number of hours of a regular work week the overtime rates shall apply to the excess hours. It is understood and agreed that make-up time is on a voluntary basis only. Employees not wishing to work the make up time shall not be subject to disciplinary action or layoff.

## **ARTICLE 2 - WELFARE, PENSION & TRAINING**

2.01 **Welfare and Group Legal:** The Employer agrees to contribute the sum as outlined in Article 3.01 per hour for welfare to the joint and equally trusteed LIUNA Local 1059 Benefit Trust Fund for each hour worked by the employees of the Employer or designated alternative by the Local Union with thirty (30) days written notice.

2.02 **Pension:** The Employer agrees to contribute the sum as outlined in Article 3.01 per hours worked to the Labourers' Pension Fund of Central and Eastern Canada.

2.03 **Training:** The Employer agrees to pay the sum as outlined in Article 3.01 per hour worked to the Labourers' International Union of North America, Local 1059 Training Trust Fund for each hour worked by employees of the Employer.

2.04 **RRSP:** Two dollars (\$2.00) per hour worked shall be deducted and remitted to Local 1059 for Group RRSP. Such amounts shall not be taxed on a weekly basis and shall be deducted from the gross pay for the computation of taxes. These monies shall be remitted to Local 1059 by the fifteenth (15) day of the month following the month for which deductions were made.

2.05 Local 1059, with thirty (30) days written notice to the London and District Construction Association, may amend the amount of contributions for pension, welfare or training and deduction for union dues or GRSP, but any such adjustment shall not affect the total wage package.

## ARTICLE 3 – WAGE RATES, VACATION PAY AND HOLIDAY PAY

3.01 The minimum rates of wages in the Counties of Middlesex, Huron, Perth, Oxford, Elgin and Bruce shall be:

### MIDDLESEX, ELGIN, OXFORD – Labourer

Effective Date	Hourly Rate	9% Vac. Pay	Hlth. & Wlfr.	Pension	Train. Fund	Tri-Fund	Total Pkg.	Union Admin	OPDCA dmin	RRSP	Ind. Fund
05/19/19	33.80	3.04	3.20	5.31	0.50	0.05	45.90	0.85	0.40	2.00	0.25
05/03/20	34.38	3.09	3.20	5.31	0.60	0.05	46.63	0.86	0.40	2.00	0.25
05/02/21	34.95	3.15	3.30	5.31	0.60	0.05	47.36	0.87	0.40	2.00	0.25

### HURON, BRUCE, PERTH – Labourer

Effective Date	Hourly Rate	9% Vac. Pay	Hlth. & Wlfr.	Pension	Train. Fund	Tri-Fund	Total Pkg.	Union Admin	OPDCA dmin	RRSP	Ind. Fund
05/19/19	34.12	3.07	3.20	5.31	0.50	0.05	46.25	0.85	0.40	2.00	0.25
05/03/20	34.76	3.13	3.20	5.31	0.60	0.05	47.05	0.86	0.40	2.00	0.25
05/02/21	35.40	3.19	3.30	5.31	0.60	0.05	47.85	0.87	0.40	2.00	0.25

Compressor and Air Tool Operator - \$0.15 per hour premium  
Labourers performing rubup, grinding, parging, grouting and drypacking of concrete - \$1.25 per hour premium  
Swamper - \$1.25 per hour premium  
Forklift/Zoom boom Operator - \$1.25 per hour premium  
Foreman - \$3.50 per hour premium  
Non-Working Foreman - \$4.50 per hour premium

3.02 Vacation pay and holiday pay for all employees covered by this Agreement shall be paid at the rate of eight percent (8%) of gross wages earned and nine percent (9%) effective May 1, 2013.

3.03 Vacation pay and statutory holiday pay shall be paid weekly.  
Vacation pay shall include an amount in lieu of payment for statutory holidays.

## **ARTICLE 4 – LIUNA CANADIAN TRI-FUND**

4.01 Labourers' International Union of North America, Local 1059 and the E.B.A. may only by mutual consent, allocate any part of the total wage package to the following funds:

Labourers' A.G.C. Education and Training Fund;  
Labourers' Health and Safety Trust Fund of North America;  
Labourers' Employers Co-Operation and Education Trust Fund;  
Tri-Fund to be remitted to the Local Union Office.

## **ARTICLE 5 – SHIFT WORK**

5.01 Shift work shall be worked when requested by the Employer. It is agreed and understood that shift work shall comprise at least two (2) separate working shifts in any one twenty-four (24) hour period.

5.02 All regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift periods will commence

at 12:01 am Monday morning and the final shift period of the week be complete not later than 11:59 pm Friday evening. Each shift will be on the job for an eight (8) hour period and all shifts will be paid for their lunch break of thirty (30) minutes.

5.03 Regular rates of pay will be paid for the shift commencing at 8:00 am and finishing at 4:00 pm. The other two (2) shifts will be paid at the rate of one and on-eighth times (1-1/8x) the regular rate of pay.

5.04 All shift work between the hours of 12:01 am Saturday morning and 11:59 pm Sunday evening shall be paid for at double (2x) the regular rate of pay.

5.05 No employee shall be permitted to work more than one (1) shift in any twenty-four (24) hour period unless the overtime rate of double (2x) the regular rate of pay is paid. The termination of any shift schedule shall always be no later than 11:59 pm.

5.06 No employee transferred to shift work shall lose any actual working hours because of the transfer.

## **ARTICLE 6 – IRREGULAR WORKING HOURS**

6.01 The normal starting and quitting times may be varied if in the opinion of both parties it would be beneficial to the industry to do so, and/or because of work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

## **ARTICLE 7 – LABOURERS' UNION ADMINISTRATIVE FUND, DEDUCTIONS AND CONTRIBUTIONS**

7.01 The employee hereby agrees that each Employer shall deduct the amounts as set out in Article 3.01 per hour, for each hour earned as provided in Article 4.02 of the Master Portion.

## ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 The regular work week shall consist of forty (40) hours, eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 am to 4:30 pm with one-half (1/2) hour taken out for lunch. All work exceeding the regular eight (8) hours per day shall be considered overtime at the applicable rate. This does not apply to employees who are normally employed with the tending of bricklayers' and plasterers' helpers. Their working hours will consist of eight and one-half (8 ½) hours per day, 7:30 am to 4:30 pm. All work before and after their regular hours shall be considered overtime at the applicable rate.

The above mentioned starting and quitting times may be varied by mutual written consent of the Employer and the Union Business Manager.

8.02 All work performed before 8:00 am or after 4:30 pm shall be deemed overtime and shall be paid at double (2x) the regular day shift hourly rate of pay, save and except the provisions of this Schedule relating to shift work.

8.03 All work performed on Saturday and Sunday shall be deemed overtime work and shall be paid at double (2x) the regular day shift hourly rates of pay.

8.04 When employees are required to work overtime on Saturdays, Sundays or holidays, permission must be obtained from the Union. Any overtime worked shall be on a voluntary basis and no employee shall be penalized for exercising this right.

8.05 It shall be the responsibility and duty of the Employer to see that all members of Local Union 1059 receive an equal share of work.

8.06 In the event overtime is to be worked, which will be approximately two (2) hours duration or more, then a work break of ten (10) minutes will be provided before the start of such overtime with no loss of pay to the employer for such breaks.

8.07 In the event overtime is to be worked which will be in excess of three (3) hours duration, then a paid lunch break of one-half (1/2) hour will be provided by the Employer at the overtime rate of double (2x) the regular day shift and where practicable, food will be made available.

## **ARTICLE 9 - GENERAL WORKING CONDITIONS**

9.01 A member of Local Union 1059 working as a mortar mixer (by hand) shall not be required to mix mortar for more than three (3) journeymen.

9.02 A member of Local Union 1059 working as a mortar mixer with a mixing machine shall not be required to mix mortar alone for more than five (5) journeymen when more than ten (10) journeymen are being supplied with mortar. The member of Local 1059 shall have a helper or helpers to assist him at the ratio of one (1) helper for every additional ten (10) journeymen.

9.03 It is the intent of this Schedule that no Union member shall be discriminated against in respect of hiring or being continued in his employment because of age only.

9.04 Consideration for hiring of Union designated older members to be done on an equitable basis. The Union agrees that any member hired in this category shall be competent and capable of performing the required work.

9.05 Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time to return such tools during working hours. Employees receiving such tools shall be responsible for the return of such tools.

9.06 A list of names of labour employees covered by this Schedule working on a project will be provided to the Business Representative if he requests the job superintendent for it.

9.07 Should a job run out of materials or equipment break down before the end of the working day, the members shall receive the full day's pay providing they remain on the job at the request of the Employer.

9.08 The parties agree that a premium of one-seventh (1/7) above the base rate shall be paid when the employees are working on swing stages, bosun's chairs or suspended scaffold only.

## **ARTICLE 10 – TRAVEL EXPENSE**

10.01 All employees when employed within forty (40) kilometres from London City Hall shall be governed by the working hours specified for the project and shall provide for themselves, at no cost to the Employer, all necessary transportation from home to the shop or project at starting time, and from shop or project at quitting time.

10.02 Travelling expenses shall be paid to employees at the rate of fifty-four cents (\$0.54) effective May 19th, 2019 when they supply their own transportation for travelling from job to job during working hours at the discretion of the Employer. In addition, his applicable rate plus all normal benefits for the time spent in travelling.

10.03 All employees directed to travel to a project beyond the forty (40) kilometre free zones as specified in Article 10.01 above, shall receive fifty-four cents (\$0.54) effective May 19th, 2019, to the project from the forty (40) kilometre free zones and return to the forty (40) kilometre free zone. In all cases where mileage is paid, the most direct and practical route shall be used in calculating expenses notwithstanding a minimum of eighteen dollars (\$18.00) per day shall be paid.

10.04 Projects beyond the free travel zone as specified in Article 10.01 shall have a forty (40) kilometre project free travel zone. Employees, except those covered by Article 10.03 who resides within this zone shall provided for themselves at no cost to the Employer, all necessary transportation to the project

Employees residing outside the project free travel zone, except those covered by Article 10.03 shall receive fifty-four cents (\$0.54) per kilometer effective May 19th, 2019 to the project free travel zone described above from their residence and return.

10.05 Employees including general labourers employed by any employer performing work covered by the Trade Appendix for Mason Tenders and directed to work on a project beyond twenty-five (25) kilometers from London City Hall, shall be paid mileage in the manner and amounts contained in the Brick and Allied Craft Union of Canada ICI Collective Agreement.

10.06. The Employer shall endeavour to supply or arrange parking for the employee(s) at no cost to the employee(s). The Employer will consult with Union to examine options to address any parking issues.

## **ARTICLE 11 - LODGING ALLOWANCE**

11.01 The Employer agrees to pay the costs of lodging or a lodging allowance of one hundred twenty dollars (\$120.00) effective May 19th, 2019 per day to employees who worked or reported for work on jobs one hundred (100) kilometres or more from London City Hall.

11.02 Travelling expenses to and from the project at the rate of fifty-four cents (\$0.54) per kilometre effective May 19th, 2019, shall be paid every thirty (30) days to the employees when working on project one hundred and sixty (160) kilometres or more from home, in addition to the board allowance as provided in subsection 11.01 above.

## **ARTICLE 12 - UNION REPRESENTATIVE LEAVE OF ABSENCE**

12.01 Officers of the Union or the Council shall be granted leave of absence when required for Union or Council business, providing that reasonable notice is given to the Employer.

## **ARTICLE 13 - JOINT COMMITTEE**

13.01 The parties agree to establish during the life of this current Schedule, a Joint Committee to review certain problems relative to the current Schedule.

## **ARTICLE 14 - LAY-OFF**

14.01 In case of lay-off, all men will receive two (2) hours of notice in advance with pay.

## **ARTICLE 15 - CLASSIFICATION**

15.01 Compressor and air tool operator shall receive fifteen cents (\$0.15) per hour above the base labourers' hourly rate.

15.02 Labourers performing rubup, grinding, parging, grouting and drypacking of concrete shall receive one dollar and twenty-five cents (\$1.25) per hour above the base labourer rate.

15.03 Labourers' working as a "swamper" including but not limited to the hoisting, rigging and signaling of all cranes shall receive one dollar and twenty-five cents (\$1.25) per hour above the base labourers' rate.

15.04 Labourers' operating forklift/zoom boom equipment shall receive one dollar and twenty-five cents (\$1.25) per hour above the base labourers' rate.

15.05 Labourers' performing any of the above mentioned classifications will receive those premiums only if the work is performed for four (4) hours or more per day. Employees who work the four (4) or more hours per day under these classifications, shall receive the premium for the entire day.

## **ARTICLE 16 - FOREMAN'S RATE AND CONDITIONS**

16.01 Working foreman shall be paid no less than three dollars and fifty cents (\$3.50) per hour above the classification of the highest paid man of which they are supervising. There shall be a minimum of one working foreman when more than five labourers are employed on a crew.

When a non-working foreman is employed, he shall be paid a minimum of four dollars and fifty cents (\$4.50) per hour above the highest paid labourer he is supervising.

## **ARTICLE 17 - EMPLOYER'S ADMINISTRATION FUND**

17.01 Each Employer bound by this Agreement shall contribute twenty-five cents (\$0.25) per hour, for each hour worked by each employee covered by this Agreement as required by Article 4.04 of the Master Portion.

Such monies to be directed with Local Union Working Dues to the Local Union and the Local Union shall forward said monies to the London and District Construction Association upon receipt.

## **ARTICLE 18 - INTERPRETATION OF AGREEMENT**

18.01 Where there is a conflict between this Schedule and any other provision of the Provincial Agreement, then the provisions of this Schedule shall apply.

## **ARTICLE 19 - ADMINISTRATION OF AGREEMENT**

19.01 The Employer, including the parties to this Collective Agreement, recognize Local 1059 as the exclusive administrative party of this Collective Agreement and in specific this Schedule.

## ARTICLE 20 - TRAINING PROGRAMS

20.01 Regular employees shall be required to obtain the following certificates prior to commencing employment.

- Propane Certificate
- Confined Spaces
- Traffic Control
- Standard First Aid
- Introduction to Occupational Health and Safety Act
- Working at Heights (WAH)
- Hoisting and Rigging

This requirement is contingent on the availability of the classes being provided by the Labourers' International Union of North America, Local 1059 Training Trust Fund.

## ARTICLE 21 - HIRING OF EMPLOYEES

21.01 The Employer and the Union agree that this hiring clause supersedes and replaces Master Portion Article 3.01 (b) and 3.02 (a) for all projects south of a line drawn between and including Goderich and Palmerston.

(a) The Employer shall have the right to name hire every second person hired from Local 1059 conditional on such person being registered on the local union's out of work list and being a member of Local 1059 for a period of at least 3 months prior to the request for such person by the Employer.

(b) A person cleared by Local 1059, transferred from another labourers' local shall be considered a name hire under (a) above.

## **ARTICLE 22 - APPRENTICESHIP PROGRAMS**

22.01 The Apprenticeship Program including any plan and amendments thereto agreed to by the Construction Craft Worker (C.C.W.) I.C.I./Masonry Apprenticeship Committee shall be incorporated in their entirety into and form part of this Agreement as if an original party thereto.

22.02 An apprentice that has had his or her contract of Apprenticeship cancelled by the (LAC) and upon written notice of same by the Union to the employer shall immediately cause the discharge from employment of that employee.

## **ARTICLE 23 - SUBCONTRACTING**

23.01 The Union agrees that contractors and/or sub-contractors engaged to perform work covered by the Collective Agreement between the Formwork Council of Ontario and the Ontario Formwork Association complies with Master Portion, Article 2.05

## **ARTICLE 24 – FINAL CONSTRUCTION CLEAN-UP**

Final construction clean up is work, when forming part of an ICI general contract, is limited to the final dusting, floor polishing and waxing, hand wiping and cleaning of any surfaces including walls, furniture, windows, fixtures and millwork, vacuuming of all floors after all construction debris has been removed.

The Union and the Employer agree that this work is covered by Master Portion Article 2.05 (A) when it forms part of the Employers contract.

The Union and the Employer agree that this work when sub contracted to a specialty cleaning company that has a collective agreement with Local 1059 for ICI final construction clean up, is not a violation of Article 2.05 (A).

The parties to the ICI Collective Agreement recognize that such agreement may have different terms and conditions of employment than this agreement.

The Union undertakes to provide a list of such specialty employers to signatory general contractors.

## **ARTICLE 25 – SAFE VEHICLES**

25.01 An employee required to drive an employer's vehicle primarily to transport other employees from the employer's designated assembly point or yard to and from jobsites more than forty kilometres from London City Hall shall be paid two times (2x) the applicable mileage referred to in Article 25.02 below.

25.02 In all cases when the employer supplies transportation it will be deemed suitable for passengers by the Ministry of transportation and all tools and equipment shall be secured and kept separate from employees. And notwithstanding Article 10.03 of this schedule, transportation being provided for such employees will result in mileage being capped at twenty-five dollars (\$25.00) per day for jobsites between forty (40) and one hundred and twenty (120) kilometres from London City Hall and forty-five dollars (\$45.00) per day for job sites more than one hundred and twenty kilometres from London City Hall and forty-five dollars (\$45.00) per day for job sites more than one hundred and twenty (120) kilometres.

## **ARTICLE 26 – OVERPAYMENT**

For any overpayment that amounts to three hundred dollars (\$300.00) or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and the union. The Employer shall advise the union and obtain the employee's consent prior to recovery of the funds for any overpayment over three hundred dollars (\$300.00). Should the employee withhold consent, the employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

# **LOCAL UNION SCHEDULE FOR LOCAL 1059 – BOARD AREA 28 – COUNTY OF GREY**

## **ARTICLE 1 – HOURS OF WORK**

1.01 The regular working hours for employees covered by this Agreement shall be eight and on-half (8 1/2) hours per day and forty two and one-half (42 1/2) hours per week, to be worked between the hours of 7:30 a.m. and 5:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, Employees will be allowed a lunch period of one half hour (1/2) to one (1) hour, depending on the individual project practice.

## **ARTICLE 2 – OVERTIME**

2.01 The rate of time worked in excess of the regular working days of the week shall be at time and one-half (1 1/2x) for the first two (2) hours of overtime and at the rate of double time (2x) over and above the two (2) hours worked. Saturdays, Sundays and holidays shall be at double time (2x) rates.

2.02 For industrial maintenance construction work carried out on Saturdays, the first eight (8) hours shall be at time and one-half (1 1/2x). Any additional hours shall be at double time (2x). For purposes of this clause, maintenance construction shall consist of repair work, alterations and changes within existing industrial facilities.

## **ARTICLE 3 – SHIFT WORK**

3.01 The regular shift work shall take place from Monday to Friday of a calendar week. In order to adopt this system, the shift periods will commence at 12:01 a.m. Monday morning and the final shift period of the week must be complete no later than 11:59 p.m. Friday evening. Each shift will be on the job for an eight (8) hour period.

3.02 Regular rates of pay will be paid for the shift commencing at 8:00 a.m. and finishing at 4:00 p.m. The other two shifts will be paid at the rate of one and one-eighth times (1 1/8x) the regular hourly rate of pay.

3.03 All shift work between the hours of 12:01 a.m. Saturday morning and 11:59 p.m. Sunday evening shall be paid for at double (2x) the regular hourly rate of pay.

3.04 No employee shall be permitted to work more than one shift in any twenty-four (24) hour period unless the overtime rate of pay is paid. The termination of any shift schedule shall always be no later than 11:59 p.m.

## **ARTICLE 4 – VACATION PAY**

\*Vacation pay will be in accordance with the Master Portion and adopted herein.

4.01 Vacation pay and recognized holiday allowance will be paid at the rate of ten (10%) percent of gross earnings. It being understood that six (6%) percent shall be designated as vacation pay and four (4%) percent in lieu of recognized holiday pay.

4.02 Vacation pay and Statutory Holiday pay to be paid weekly.

## **ARTICLE 5 – TRAVEL AND TRANSFER DURING WORKING HOURS**

5.01 Where the Employer transfers an employee from one job to another during working hours, the transportation and time in transit shall be paid by the Employer.

5.02 Any employee covered by this Agreement who drives a company vehicle, shall be paid transportation time both ways.

5.03 Employees who are sent to do work within the area of this Agreement shall, if required by the Employer to remain away from home overnight, be paid their expenditures for board and lodging at one hundred twenty five dollars (\$125.00) per day that he reports for work.

5.04 The Employer may provide suitable board and lodging without cost to the employee in lieu of the board allowance provided in Article 5.03.

5.05 Travelling expenses shall be paid to all employees who are required to report for work outside of the free zones described below at the rate of forty-eight cents (\$0.48) per kilometre effective May 1, 2019 from the edge of the free zone to the job site and return.

Zone One, a sixty kilometre radius from City Hall in Cambridge

Zone Two, a sixty kilometre radius from the Town Hall in Flesherton

Refer to map to be attached which shall replace the zone chart

5.06 When an employee is transferred at the request of the Employer during working hours and provided his own transportation he/she shall be paid his/her regular rates of pay while travelling from job to job, plus transportation costs (\$0.48) cents per kilometre effective May 1, 2013. The travel allowance will also apply when reporting allowance under paragraphs 7.01 and 7.02.

## **ARTICLE 6 – IRREGULAR WORKING HOURS**

6.01 The normal project starting and quitting times may be varied, if in the opinion of both parties, it would be beneficial to the project to do so and/or because the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

6.02 Any work performed under these conditions, outside of the regular working hours of 7:30 a.m. to 5:00 p.m., shall be paid for at one and one-eighth times (1 1/8x) the regular rate of pay, save and except when overtime rates apply.

## **ARTICLE 7 – EMPLOYMENT AND REPORTING ALLOWANCE**

7.01 Any member of the Union being sent to a job by the Business Representative at the request of any Employer or his representative and within a specified time limit, shall be guaranteed a minimum of two (2) hours pay provided that the Employer or his representative has been given a list of names of the employees the Business Representative proposed to send.

7.02 Any employee reporting for work at 8:00 a.m. or any other time when so instructed and who cannot or is not permitted to work by reason of shortage of materials, shall be guaranteed two (2) hours pay, whether he starts work at a later hour being of no consequence, providing he remains on the job for two (2) hours duration. The requirements of this provision shall not apply to any employee who was instructed the previous day not to report to work.

7.03 Any employee reporting for work at 8:00 a.m. or any other time, and who cannot work due to inclement weather, shall be guaranteed two (2) hours pay, whether he starts work at a later hour being of no consequence, provided he remains on the job for two (2) hours duration. The requirements of this provision shall not apply to any employee who was instructed the previous day not to report for work.

7.04 In case of lay-off, all men/women will receive two (2) hours notice in advance or pay in lieu of notice.

## **ARTICLE 8 – WELFARE**

8.01 The Employer agrees to contribute the amount of welfare as defined in Article 12 to the joint and equally trustee Labourers' Local 1059 Welfare Trust Fund, for each hour worked by the employees of the Employer covered by this Agreement as mutually agreed by both parties.

## **ARTICLE 9 – PENSION**

9.01 The Employer agrees to contribute the amount of pension as defined in Article 12 to the Labourers' Pension Fund of Central and Eastern Canada for each hour worked by the employees of the Employer covered by this Agreement.

## **ARTICLE 10 – UNION DUES**

10.01 The employees hereby agree that each Employer shall deduct from each employee the amount of working dues as defined in Article 12 per hour for each hour worked. Effective 2019, forty cents (\$0.40) of said amount is for Ontario Provincial District Council Working Dues to be remitted as provided in Article 4.02 of the Master Portion. Such deductions shall be compiled monthly and remitted no later than the fifteenth (15th) day of each month following the month for which deductions were made and forwarded to Local 1059.

## **ARTICLE 11 – ASSOCIATION CONTRIBUTIONS**

11.01 Each Employer bound by this Agreement shall contribute twenty-six (\$0.26) cents per hour, for each hour worked by each employee covered by this Agreement as required by Article 4.04 of the Master Portion.

Such monies to be directed with Local Union Working Dues to the Local Union and the Local Union shall forward said monies to the Golden Horseshoe General Contractors Association

## ARTICLE 12 – WAGES

12.01

<b>LOCAL 1059 – GREY COUNTY</b>											
<b>LABOURER</b>											
DATE	HOURLY	VACATION	WELFARE	PENSION	TRAIN	TRI	TOTAL	WD DED.	OPDC	IND. FUND	
05/05/2019	30.77	3.08	3.25	6.50	0.50	0.05	44.15	3%	0.40	0.26	
05/03/2020	31.50	3.15	3.25	6.50	0.60	0.05	45.05	3%	0.40	0.26	
05/02/2021	32.36	3.24	3.30	6.50	0.60	0.05	46.05	3%	0.40	0.26	
<b>SIGNAL PERSON, SWAMPER, CONCRETE VIBRATOR PERSON/FORKLIFT-ZOOM BOOM OPERATOR</b>											
05/05/2019	31.52	3.15	3.25	6.50	0.50	0.05	44.97	3%	0.40	0.26	
05/03/2020	32.25	3.22	3.25	6.50	0.60	0.05	45.87	3%	0.40	0.26	
05/02/2021	33.11	3.31	3.30	6.50	0.60	0.05	46.87	3%	0.40	0.26	

## ARTICLE 12 – WAGES (CONTINUED)

<b>LOCAL 1059 – GREY COUNTY</b>										
DATE	HOURLY	VACATION	WELFARE	PENSION	TRAIN	TRI	TOTAL	WD DED.	OPDC	IND. FUND
<b>MASON TENDER 1</b>										
05/05/2019	31.96	3.20	3.25	6.50	0.50	0.05	45.46	3%	0.40	0.26
05/03/2020	32.69	3.27	3.25	6.50	0.60	0.05	46.36	3%	0.40	0.26
05/02/2021	33.55	3.36	3.30	6.50	0.60	0.05	47.36	3%	0.40	0.26
<b>MASON TENDER 2, MIXER OPERATOR, LEAD SCAFFOLD ERECTOR, BRICK EXPEDITOR</b>										
05/05/2019	32.46	3.25	3.25	6.50	0.50	0.05	46.01	3%	0.40	0.26
05/03/2020	33.19	3.32	3.25	6.50	0.60	0.05	46.91	3%	0.40	0.26
05/02/2021	34.05	3.41	3.30	6.50	0.60	0.05	47.91	3%	0.40	0.26

## ARTICLE 12 – WAGES (CONTINUED)

LOCAL 1059 – GREY COUNTY										
DATE	HOURLY	VACATION	WELFARE	PENSION	TRAIN	TRI	TOTAL	WD DED.	OPDC	IND. FUND
<b>CEMENT FINISHER</b>										
05/05/2019	32.52	3.25	3.25	6.50	0.50	0.05	46.07	3%	0.40	0.26
05/03/2020	33.25	3.32	3.25	6.50	0.60	0.05	46.97	3%	0.40	0.26
05/02/2021	34.11	3.41	3.30	6.50	0.60	0.05	47.97	3%	0.40	0.26
<b>FOREMAN</b>										
05/05/2019	33.50	3.35	3.25	6.50	0.50	0.05	47.15	3%	0.40	0.26
05/03/2020	34.23	3.42	3.25	6.50	0.60	0.05	48.05	3%	0.40	0.26
05/02/2021	35.09	3.51	3.30	6.50	0.60	0.05	49.05	3%	0.40	0.26

## **ARTICLE 13 – APPRENTICES**

13.01 The Employer shall have the right to one (1) apprentice for every ten (10) labourers from Local 1059. Apprentices shall as a condition of employment, make application to the Union within five (5) days, and become a member of the Union within thirty (30) days from the commencement of employment. On any succeeding period of employment, the apprentice shall be required to pay a readmission fee plus monthly dues.

## **ARTICLE 14 – RECALL**

14.01 Under the provisions of Article 3.01 of the Master Portion, the Employer when adding to his work force shall have the prerogative of first recalling any unemployed member in good standing with Local 1059, as long as the member has worked for ten (10) consecutive days previous to being recalled.

The member has to have been in his/her employ during the twelve (12) months of the date of rehire, and such employees shall retain a referral slip from the Union within two (2) working days of the date of rehire.

14.02 Members of other Local Unions, who have transferred into Local 1059, will not be eligible for recall unless the member has transferred into Local 1059 at least twelve (12) months prior to the date of recall. Members that transfer out of Local 1059 with a company and back will have the right to be recalled within twelve (12) months of his return to membership in Local 1059.

## **ARTICLE 15 – TRAINING**

15.01 The Employer agrees to contribute an amount as prescribed in Article 12 – Wages, payable to L.I.U.N.A., Local 1059 Training Trust Fund. Such deductions shall be compiled monthly and remitted no later than the fifteenth (15th) day of each month following the month for which the deductions were made and forwarded to Local 1059.

## **ARTICLE 16 – FOREMAN**

16.01 Any labourer/cement finisher, who is designated by the Employer as working foreman, shall be paid a differential not less than three (\$3.00) dollars per hour.

## **ARTICLE 17 – UNION REPRESENTATION LEAVE OF ABSENCE**

17.01 Officers of the Union or the Council shall be granted leave of absence when required for Union or Council business, providing that one (1) weeks' notice is given to the Employer.

## **ARTICLE 18 – MAKE UP TIME**

18.01 Where time is lost on a project due to weather conditions it may be made up at straight time for up to two (2) hours following the regular work day Monday to Friday and for the first four (4) hours on Saturday in the week in which the time was lost.

All such make up time shall be on a voluntary basis.

## **ARTICLE 19 – AMENDMENT OF CONTRIBUTION AMOUNTS**

19.01 Local 1059, with sixty (60) days written notice to the Golden Horseshoe General Contractors Association, may amend the amount of contributions for Pension, Welfare, Training, and/or deductions for Union dues, but such adjustments shall not affect the total wage package.

## ARTICLE 20 – ADMINISTRATION

20.01 The Employer shall have full mobility for its current employees and for any employees entitled to recall rights, as prescribed in Article 14 throughout the counties of Waterloo, Wellington, Dufferin, Grey, Norfolk, and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27, and 28 for all Employees under this Schedule (formerly Local 1081).

20.02 When an Employer requires additional employees, it shall contact the responsible local union for any new hires under this Schedule.

20.03 The Union, including the Parties to this Collective Agreement, recognize the Golden Horseshoe General Contractors' Association ("GHGCA") as the exclusive administrative party of this Collective Agreement and in specific, this Schedule.

20.04 The Employer agrees to send all remittances to Local 1059, in accordance with this Schedule.

20.05 There shall be a single total wage package for all work performed in the counties of Waterloo, Wellington, Dufferin, Grey, Norfolk, and Brant, recognized as Ontario Labour Relations Board Areas 4, 6, 7, 27, and 28 (formerly Local 1081).



# **LOCAL UNION SCHEDULE FOR LOCAL 1089 - SARNIA**

## **ARTICLE 1 - ADMINISTRATION OF AGREEMENT**

1.01 The Employer, the Council and the Employer Bargaining Agency recognize L.I.U.N.A, Local 1089 and the Sarnia Construction Association as the sole and exclusive Administrators of the entire Agreement for all work performed under the terms of this Agreement in the County of Lambton, Province of Ontario.

## **ARTICLE 2 - HOURS OF WORK**

2.01 The regular working week shall consist of forty (40) hours as follows: eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 a.m. and 4:30 p.m. These hours shall be subject to negotiation if to the mutual benefit of both parties to this Agreement. It is further agreed, that week ending shall coincide with the Unemployment Insurance Commission requirements being midnight Saturday night.

2.02 The work break provisions of Article 5.11 – Shift Work may be applied to regular Hours of Work-Article 2.01 provided any Employer establishing such breaks must notify the Business Manager of Local 1089 or in his absence, his duly recognized representatives, before establishing such breaks. When establishing such breaks on the regular hours of the work the conditions of 5.11 shall apply.

## **ARTICLE 3 - RECOGNIZED HOLIDAYS**

3.01 Should the Federal Government declare an additional statutory holiday to those listed in Article 9.01 of the Master Portion of this Agreement before the expiration of this Agreement, such holiday shall be recognized in the area covered by this Appendix.

## **ARTICLE 4 – OVERTIME CONDITIONS**

4.01 All overtime worked outside the regular hours outlined in Article 2 above, including Saturday and Sundays, shall be paid at the rate of double time (2x) for the type of work being performed.

4.02 When any labourers are required to work overtime, there shall be a labour foreman who remains on the job to supervise such labourers. It is necessary to have the Union Steward present for such overtime work.

4.03 It shall be the responsibility and duty of the labour general foreman and the Employer to see that all members of Local 1089 receive an equal share of overtime work and lists of members who are working overtime, shall be given to the Union Steward of the job. The Union Steward will in turn, keep an accurate record of these lists for the use of the Union office and members.

4.04 A hot meal will be supplied the second hour after the regular shift and every four (4) hours thereafter, at no expense for the meal and no pay deductions for the time used to consume such meal to the employee. In lieu of the hot meal, the employer may supply a meal voucher with a minimum value of twenty-three dollars (\$23.00).

4.05 Notwithstanding the provisions of Article 7.02 of the Master Portion of this Collective Agreement, it is understood and agreed that for all work performed in occupied premises, as in accordance with Article 7.02, on Saturday, Sunday and Statutory Holidays, payment shall be at the overtime rate as specified in this Schedule.

## **ARTICLE 5 - SHIFT WORK**

5.01 In the event of it becoming necessary to work shift work in any job, to qualify as a "Shift Job", two (2) full shifts must be worked in any twenty-four (24) hour period and each of these shifts must continue for at least three (3) consecutive working days.

5.02 No shift shall be less than three (3) consecutive working days duration.

5.03 The first shift shall be from 8:00 a.m. to 4:00 p.m. with lunch break included within these hours, without any pay deductions to the employee.

5.04 The second shift shall be a shift commencing any time after 8:00 a.m. and before 8:00 p.m. The labourers on the second shift shall receive eight (8) hours pay for seven (7) hours of work.

5.05 The third shift shall be a shift commencing any time after 8:00 p.m. and before 2:00 a.m. The labourers working this shift shall receive eight (8) hours pay for six (6) hours of work.

5.06 The eighth hour on the second shift and the seventh and eighth hours on the third shift, or any other additional hours, shall be paid at the rate of double time (2x).

5.07 In all shifts, lunch period shall be included in the above-mentioned hours, without any pay deductions to the employee.

5.08 It is further agreed by both parties that any Employer establishing a shift must notify the Business Manager of Local 1089 or, in his absence, his duly recognized Representative, before establishing such a shift.

5.09 Labourers who are called to fill a shift, who do not complete three (3) full shifts, are to be paid regular overtime rates for all time worked. Labourers who quit of their own volition, or are discharged for just cause, shall be paid at the regular shift rate.

5.10 Work Breaks – On a ten (10) hour work day (shift) there shall be two (2) fifteen (15) minute refreshment breaks.

5.11 Work Breaks

When working eight (8) hour shifts the employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks (Master Portion - Article 16 - Refreshment and Lunch Break)

on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift and a thirty (30) minute paid break in the second four hours of the shift.

When working ten (10) hour shifts the employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks (Master Portion - Article 16 - Refreshment and Lunch Break) on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first five hours of the shift and a thirty (30) minute paid break in the second five hours of the shift.

## ARTICLE 6 - MINIMUM WAGES

6.01

<b>GROUP A: -Labourer</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>10% Vac. Pay</b>	<b>Hlth. &amp; Wlfr.</b>	<b>GRSP</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPDC Dues</b>	<b>Emp. Fund</b>
05/14/19	32.36	3.24	2.65	1.75	6.60	0.65	0.05	47.30	1.42	0.40	0.35
05/03/20	32.91	3.29	2.75	1.75	6.80	0.70	0.05	48.25	1.45	0.40	0.35
05/02/21	33.50	3.35	2.85	1.75	7.00	0.70	0.05	49.20	1.48	0.40	0.35

<b>1st Year Apprentice (60% of Total Package)</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>10% Vac. Pay</b>	<b>Hlth. &amp; Wlfr.</b>	<b>GRSP</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPC Dues</b>	<b>Emp. Fund</b>
05/14/19	18.56	1.86	2.65	0.75	3.86	0.65	0.05	28.38	1.42	0.40	0.35
05/03/20	18.85	1.89	2.75	0.75	3.96	0.70	0.05	28.95	1.45	0.40	0.35
05/02/21	19.19	1.92	2.85	0.75	4.06	0.70	0.05	29.52	1.48	0.40	0.35

<b>2nd Year Apprentice (75% of Total Package)</b>											
<b>Effective Date</b>	<b>Hourly Rate</b>	<b>10% Vac. Pay</b>	<b>Hlth. &amp; Wlfr.</b>	<b>GRSP</b>	<b>Pens.</b>	<b>Train. Fund</b>	<b>Tri-Fund</b>	<b>Total Pkg.</b>	<b>WD Ded.</b>	<b>OPC Dues</b>	<b>Emp. Fund</b>
05/14/19	24.56	2.46	2.65	0.85	4.26	0.65	0.05	35.48	1.42	0.40	0.35
05/03/20	24.89	2.49	2.75	0.85	4.46	0.70	0.05	36.19	1.45	0.40	0.35
05/02/21	25.26	2.53	2.85	0.85	4.66	0.70	0.05	36.90	1.48	0.40	0.35

6.02 Trade Improvement Fund (TIF)- Effective May 14, 2019 the Employer shall contribute the sum of five (\$0.05) cents to a Trade Improvement Fund (TIF). Effective May 3, 2020 this sum shall be increased by an additional five (\$0.05) cents (total contribution ten (\$0.10) cents). Effective May 2, 2021, a further additional five (\$0.05) cents contribution shall be made (total contribution fifteen (\$0.15) cents).

6.03 Employer contributions to welfare, dental, pension, G.R.S.P., Trade Improvement Fund (TIF) and training funds for overtime hours worked shall be remitted at double (2x) the regular rate.

6.04 Vacation pay at the rate of six (6%) percent and statutory holiday pay at the rate of four (4%) percent, shall be paid weekly on the employee's pay.

6.05 Employer contributions to welfare, dental, pension, G.R.S.P., Trade Improvement Fund (TIF) and training funds, shall be remitted to the Administrator designated by Local 1089 for each Fund in accordance with the provisions of Article 18.03 of the Master Portion of this Agreement.

6.06 Working Dues for the Ontario Provincial District Council and Secretariat Fund are to be on one cheque payable to the Labourers Pension Fund of Central and Eastern Canada and shall be remitted directly to:

The Labourers' Pension Fund of Central and Eastern Canada,  
**P.O. Box 9002, Lakeshore West PO, Oakville, Ontario L6K 0G1.**

The Employer agrees to deduct the sum as outlined in Article 6 per hour for Local Union Working Dues and Ontario District Council Dues.

## **ARTICLE 7 – CLASSIFICATIONS AND PREMIUMS**

7.01 **Group "A"** - General Labourer: Hourly rate as set out in Article 6.01.

**Group "B"** - Mortar mixers, air electric and gas tool operators and labourers working with fire brick or refractory material, thirty-five cents (\$0.35) per hour above the Group "A" rate.

**Group "C"** - Mortar mixers working with acid and fire brick or any other refractory materials, one dollar (\$1.00) per hour above the Group "A" rate.

**Group "D"** - Gun and nozzle operators, one dollar (\$1.00) per hour above the Group "A" rate.

7.02 A tool crib operator shall receive one dollar (\$1.00) per hour above the General Labourers rate of pay.

7.03 Union Stewards shall be paid fifty cents (\$0.50) per hour above the General Labourers rate of pay. This premium will become effective whenever there are fifty (50) labourers on a project.

7.04 (a) A premium of one dollar (\$1.00) per hour above the General Labourers rate of pay shall be paid to all labourers working on any type of suspended swinging scaffolding from fifty (50) feet and upward.

(b) Labourers working on the construction of chimney, smoke stacks and concrete storage or similar like structures, rate to be mutually agreed on its own merits by the Employer and the Union before job commences.

7.05 Dirty pay shall be paid in the amount of forty-five cents (\$0.45) per hour above the regular rate or classifications of work when a labourer is required to work inside of any tank, vessels, towers, drums, exchangers, boilers, coolers and heaters.

7.06 In the event that a labourer's work is such that he qualifies for more than one (1) of the premium rates provided herein, he shall be paid the highest premium rate for the job he is entitled to.

7.07 In the event of other classifications becoming necessary, apart from those listed in this Agreement, then wage rates for those classifications shall be negotiated immediately as they arise.

## **ARTICLE 8 - WAGES FOR TUNNEL WORKERS**

8.01 All underground tunnel work shall be paid seventy-five cents (\$0.75) per hour above the basic labourers' rate for underground labourers.

8.02 Muckers will receive one dollar (\$1.00) per hour above the basic labourers' rate.

8.03 Miners will receive one dollar and thirty cents (\$1.30) per hour above the basic labourers' rate.

## **ARTICLE 9 - FOREMEN'S RATE**

9.01 Working labour foremen shall be paid not less than two dollars (\$2.00) per hour above the rate for classification of men they are supervising, excluding shop stewards and tool crib operators.

9.02 Non-working labour foremen shall be paid not less than two dollars and fifty cents (\$2.50) per hour above the rate for classification of men they are supervising, excluding shop stewards and tool crib operators.

9.03 General foremen shall be paid not less than three dollars and fifty cents (\$3.50) per hour above the labourers' rate.

9.04 The general area foreman shall be paid no less than five dollars(\$5.00) per hour above the labourers' rate.

## **ARTICLE 10 - FOREMAN'S DUTIES**

10.01 The area general foreman shall receive orders from the Employer or his supervisor and shall give orders to the general foreman. The general foreman shall in turn, give orders to the labourers under his supervision. In no case shall the labourers receive orders from any other source, except when instructed to do so by his labour foreman.

10.02 Whenever there is more than one (1) labourer on a project, there shall be a working labour foreman or a non-working labour foreman on the same project. With sixteen (16) labourers or more on a project, no labour foreman shall be a working foreman. No labour foreman shall supervise more than sixteen (16). With twenty (20) labourers on a project, a general foreman shall be added. No general foreman shall supervise more than five (5) foremen. With fifty (50) labourers on a project, an area general foreman shall be added. All supervision mentioned above will be included within the number specified.

## **ARTICLE 11 - GENERAL CONDITIONS**

11.01 When labourers are working for an Employer that is involved in shutdowns, revamps, wrecking or turnaround work, the Employer will supply those labourers entitled to dirty pay and where warranted, with protective clothing or coveralls and proper gloves, at no cost to the employees.

11.02 No person shall be refused employment because of his or her sex, race, colour, creed, age or national origin. The Union and the Employer agree that it is the right of every employee to work in an environment free from sexual harassment.

11.03 In the matters of formal discipline including discharge for cause, the employee shall be entitled to the presence of a Union Steward or Representative during the disciplinary process. It is agreed that the absence of such Union Steward or Representative shall not be a bar to the application of discipline.

11.04 All employees shall receive their pay cheques in a sealed envelope.

## **ARTICLE 12 - REPORTING TIME**

12.01 Two (2) hours shall be paid when an employee is instructed to report to a designated sign-on area by the Employer and is told that no work is available that day or is assigned to a different shift.

12.02 When termination during other than normal business hours is necessary, the Employer will pay a two (2) hour termination allowance if pay cheques are not available at termination. It is understood that the final pay cheques will be available after 2:00 p.m. of the next normal business day.

12.03 Four(4)hours shall be paid to labourers when work is suspended or cancelled due to other than inclement weather and no other work is available.

12.04 The Employer may not request the labourers to remain on the job once the labourers have been informed that the job is suspended.

12.05 In the case of inclement weather, the employee shall be paid two (2) hours and the Employer may request the labourers to work inside or under shelter, or wait in the lunch room during this two (2) hours waiting time. However, after the two (2) hour waiting period, the Union Steward and the General Superintendent of the project, or his representatives, will decide whether it is feasible to work, according to the weather conditions at that time.

12.06 When parking lot becomes an issue on a job because of location of the said job site, the company and the union representatives will negotiate walking time. Each problem is to be handled on its own merit.

## **ARTICLE 13 - TRAVEL ZONE ALLOWANCE**

13.01 "Free Zone" is defined as the County of Lambton.

13.02 When an employee is directed by his Employer to a job outside of Lambton County, he shall be paid board allowance of one hundred & five dollars (\$105.00) effective May 14, 2019, one hundred & ten dollars (\$110.00) effective May 3, 2020, one hundred & fifteen dollars (\$115.00) effective May 2, 2021. When Employers transfer their labour employees from one job to another and the transfer is made during working hours, the transportation charges and the time in transit shall be paid by the Employer.

## **ARTICLE 14 - DISCHARGE AND QUITTING**

14.01 The Employer shall give four (4) hours notice of lay-off of employment.

14.02 When any labourers are laid off, the Employer shall issue such labourers with a termination slip to be presented to the Union office.

## **ARTICLE 15 - OBLIGATIONS OF MEMBERS**

15.01 Any member convicted of violating any part of this Agreement, shall be dealt with as directed by Local 1089.

## **ARTICLE 16 - HIRING PROCEDURE**

16.01 The Employer agrees that all labourers, area general foreman, general foreman and the labour foreman in their employ, shall be members in good standing of Local 1089 and shall not be hired until a proper Referral Slip, duly signed from the Union Office of Local 1089, is placed in the Employer's possession and verified by the Union Steward.

16.02 (a) The Employer shall be permitted to recall former employees who are unemployed and registered at the Local Union Office, provided he does so within a twelve (12) month period from date of lay-off and said employees are in good standing with the Union.

If the employee has been recalled outside the Union office hours, the employer must notify the Union Office by 10:00a.m the next regular business day.

(b) The Employer shall be allowed to name hire one foreman per project. Such employee shall be paid the applicable foreman's rate for a minimum of six (6) weeks if retained by the Employer. If the employee is laid off within six (6) weeks and is recalled, he shall continue to be paid the applicable Foreman's rate until this requirement is satisfied.

16.03 (a) On jobs requiring additional labourers to be hired, the Employer shall provide sufficient notice to the Union where practical.

(b) On jobs requiring additional Labourers' to be hired, the Employer shall be allowed to name hire one (1) in five (5) labourers' per project.

## ARTICLE 17 - APPRENTICES

17.01 1st year apprentice - up to 1200 hours earned

- Rate calculated at 60% of total package

2nd year apprentice - 1200-2400 hours earned

- ratecalculatedat75% of total package

The Union shall ensure that these apprentices complete a Safety and Basic Training Course at the Local Union's Training Centre.

As these apprentices become available, the Employer will be permitted to hire one apprentice for every five (5) labourers hired. The reverse order will apply on lay-off. Recall provisions shall not apply to apprentices.

## ARTICLE 18 - SUBCONTRACTING

18.01 The Employer agrees to engage only subcontractors who are in contractual relations with the Union and/or its affiliated bargaining agents for all work covered by this Agreement.

## ARTICLE 19 - TRUST FUND

19.01 Vacation Pay, Welfare, Pension, G.R.S.P., Trust Funds

The parties understand and agree that the Trustees of all Local 1089 Trust Funds shall be appointed by Local 1089, in its absolute discretion and the parties hereby waive the requirements of joint trusteeship under Article 18.01 (a) of the Master Portion of this Agreement. It is understood that only Articles 18.02, 18.03, 18.04, 18.08, 18.10 and 18.11 of the Master Portion shall apply to contributions as set out herein, provided that a Board of Arbitration or O.L.R.B. under Article 14 of the Master Portion may issue a decision consistent with the provisions of Article 18.05, 18.06 and 18.07 of the Master Portion. Local 1089 agrees to save and hold harmless the Employer and the

Association of any and all liabilities as a result of making such payment as a result of this Article.

19.02 (a) Training Fund

The Employer agrees to contribute from the total wage package the sum as outlined in Article 6 per hour earned by the employee of the Employer covered by this Agreement to Local 1089 Training Fund.

Such monies shall be remitted together with the administration monies directly to Local 1089 by the fifteenth (15th) day of the month following the month for which contributions were made. The parties understand and agree that the Trustees of the aforesaid Local 1089 Training Fund shall be appointed by Local 1089 in its absolute discretion and the parties hereby waive the application of Article 18.02 of the Master Portion to this Agreement to the Local 1089 Training Fund.

(b) Safety Training Fund

(i) All labourers' will report to work trained to all required IEC safety programs. In respect of this requirement, the employer agrees to contribute fifty (\$0.50) cents per hour earned to Labourers' Local 1089 to cover all costs associated with the training.

IEC training requirements other than Basic Safety Orientation (BSO) will be implemented when the IEC approves Labourers' Local 1089 Trainers. In consideration of this condition, the parties shall make every effort to get this approval done as soon as possible. Basic Safety Orientation at the IEC shall begin effective May 1, 2010 or on the date of settlement and/or ratification.

IEC Fall Arrest Training, Confined Spaces, Safety Watch and Fit Test (Respirator fit tests – two tests) shall be phased in by the Parties by mutual agreement.

(ii) Subject to the other express conditions set forth in Article 19.02, where an employee of an employer to which the Sarnia Schedule applies ("Employer") attends the training set out in paragraph 19.02(b)(i) above, the Employer shall pay to or on behalf of said employee, his/her regular "straight-time" wages, including all vacation pay, benefits, and contributions associated with attending such training.

(iii) From January 1, 2015 and continuing thereafter, the Union (out of its own money or the Safety Training Fund) shall, upon receipt of an invoice from or on behalf of an Employer, reimburse the Employer for all payments

and costs paid to or on behalf of the member by the Employer in accordance with 19.02(b)(ii) (including, for example, Employer Health Tax, but excluding indirect costs such as overhead and administration), provided that the Union shall not be required to reimburse an Employer for any such amount or cost not actually paid or remitted.

(iv) An employee for the purpose of subparagraphs (ii) and (iii) above means a member who has been cleared to work for an Employer in accordance with the Collective Agreement. It is agreed that such persons remain an employee until their employment has been terminated and/or they have been laid off from employment and issued a Record of Employment or separation slip and that the training set out in paragraph 19.02(b)(i) above shall, subject to the said training being available, be taken or received at a time when renewal is required, particularly in relation to members whose employment has been terminated or who have been laid-off.

(v) The invoice of the Employer shall be submitted at the same time as making the monthly contributions referred to in this Collective Agreement, and shall set out the name and Social Insurance Number/ Member Number of the employee, the hours paid, and the total costs, including wages and benefits, to be reimbursed. It is expressly understood that the above-noted contribution referred to in 19.02(b)(i) is an additional remittance that is incorporated, in whole, into the Labourers' Local 1089 Training Fund remittance, on one cheque made payable to the Local 1089 Training Fund, in a manner specified by the Provincial Collective Agreement.

## **ARTICLE 20 - G.R.S.P. FUND**

20.01 Local Union 1089 agree to save and hold harmless the Employer and the Association of any and all liabilities as a result of establishment and payment into such fund. All administration costs and reporting to employees shall be the responsibility of Local 1089.

## **ARTICLE 21 - EMPLOYERS' ADMINISTRATION FUND**

21.01 Each Employer bound by this Agreement shall contribute thirty-five cents (\$0.35), for each hour worked by each employee covered by this Agreement, as required by Article 4.04 of the Master Portion, plus thirteen percent (13%) H.S.T.

## **ARTICLE 22 - L.I.U.N.A. CANADIAN TRI-FUND**

22.01 The Employer shall pay the sum of five cents(\$0.05)for each hour worked as directed by Local 1089 on the fifteenth (15th) day of the calendar month following the month in which these hours were worked.

## **ARTICLE 23 - INTERPRETATION OF AGREEMENT**

23.01 In the event of conflict between this Appendix and any other Section of this Agreement, the Sarnia Appendix shall in all instances prevail in the County of Lambton, Province of Ontario.





